

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND GRANITE TOPS INDUSTRIES LLC

THIS AMENDMENT ("Second Amendment"), dated <u>october 17, 2024</u>, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY".

and

GRANITE TOPS INDUSTRIES LLC, a Limited Liability Company, as listed with the Florida Division of Corporations, with a business address of **9755 NW 80th Ave., Hialeah Gardens, FL 33016,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on November 30, 2022, the Parties entered into an Agreement ("Original Agreement") to supply and install quartz counter tops for the CITY's housing apartments on as needed basis for an initial one (1) year period, which naturally expired on November 29, 2023; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2) additional one (1) year terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on August 24, 2023, the Parties executed the First Amendment to the Original Agreement, to renew the term thereof for a one (1) year period, which will expire on November 29, 2024; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for a one (1) year period, which shall commence on November 30, 2024, and naturally expire on November 29, 2025, and to supplement the terms contained therein as set forth in this Second Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a one (1) year renewal period, which shall commence on November 30, 2024, and naturally expire on November 29, 2025.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

- 4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



City of Pembroke Pines

- 4.2 <u>Registration Requirement; Termination.</u> Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - 4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - 4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. <u>Public Entity Crimes</u>. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. <u>Discriminatory Vendor List</u>. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any



City of Pembroke Pines

goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Anti Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination the Original Agreement, as amended, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment, and are incorporated herein by reference.

SECTION 12. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect



to all provisions contained in this Second Amendment.

SECTION 13. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS FOLLOW



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA
BY: BY: E2D2D4AA8795454 MAYOR ANGELO CASTILLO
BY:
CONTRACTOR: GRANITE TOPS INDUSTRIES LLC Signed By: Vladimir Lorenzo Printed Name: Vladimir Lorenzo Title: Owner



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- 1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
- 2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
 - 3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
- 4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
- 5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: October 14, 2024

ENTITY: Granite Tops Industries, LLC.

Signed by:

SIGNED BY: Signed by:

Vladimir Lorenzo

TITLE: Owner



City of Pembroke Pines, FL

601 City Center Way Pembroke Pines, FL 33025 www.ppines.com

Agenda Request Form

Agenda Number: 5.

File ID: 24-0782 Type: Agreements/Contracts Status: Passed

Version: 1 Agenda In Control: City Commission

Section:

File Created: 08/19/2024

Short Title: Contracts Database - September 4th, 2024 Final Action: 09/04/2024

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) Civic Plus, Inc. City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services Renewal
- (B) ESO Solutions, Inc. Record Management Software Renewal
- (C) Granite Tops Industries LLC Counter Tops Installation Renewal
- (D) TargetSolutions Learning, LLC d/b/a Vector Solutions Software Platform for RMS, Scheduling, and Online Training Renewal

*Agenda Date: 09/04/2024

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contracts Database Report - September 4th, 2024, 2. A. CivicPlus, LLC - City Website etc.

(2013-2025) (All backup), 3. B. ESO Solutions, Inc.- RMS w EHR & HDE 2023-25 (All Backup), 4. C. Granite Tops-Counter Tops (All Backup), 5. D. Target Solutions Learning LLC dba Vector

- RMS (All backup)

Related Files:

1 City Commission 09/04/2024 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in

writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

- 2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
- 3. The Agreements shown below are listed on the Contracts Database Report for renewal.

(A) Civic Plus, LLC - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

- 1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
- 2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites and Audio Eye services. In addition, the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
- 3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
- 4. On January 15, 2020, August 5, 2020, August 4, 2021, the City Commission approved continuation of the Agreement, extending the term up to January 31, 2023.
- 5. On June 15, 2022, as approved by the City Commission, the City amended the agreement to include an additional subscription for Chatbot for an additional two-year cost of \$27,554.83.
- 6. On August 16, 2022, the City amended the agreement to include an additional subscription within Civic Rec, for Document Manager for an additional two-year cost of \$7,663.81.
- 7. On September 7, 2022, and on August 2, 2023, the City Commission approved continuation of the Agreement, extending the term up to January 31, 2024, and January 31, 2025, respectively.
- 8. On May 15th, 2024, the City Commission approved a 15.23% increase in the compensation as a one-time adjustment to keep pace with rising costs, for the period from February 1, 2024, to January 31, 2025.
- 9. The Technology Services Department and the Recreation and Cultural Arts Department both recommend that the City Commission approve the one (1) year continuation of the Agreement, for the period commencing on February 1, 2025, up to January 31, 2026.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$149,464.58

b) Amount budgeted for this item in Account No:

001-513-2002-546801-0000-000-0000- | IT Maintenance Contracts

- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 5-year projection of the operational cost of the project:

FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY2029-30
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$149,464.58	\$156,937.81	\$164,784.70	\$173,023.94	\$181,675.14
\$149.464.58	\$156.937.81	\$164.784.70	\$173.023.94	\$181.675.14

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) ESO Solutions, Inc. - Record Management Software - Renewal

- 1. On September 25, 2023, the City entered into a Subscription Agreement with ESO Solutions, Inc for an initial one (1) year period, which will expire on September 30, 2024.
- 2. The City of Pembroke Pines contracts ESO Solutions, Inc. to provide Health Records Management Software to the City's Fire Department.
- 3. Section 6.1 of the Original Agreement authorizes renewal of the contract term for successive, one (1) year periods.
- 4. The Fire Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$43.447.21
- **b)** Amount budgeted for this item in Account No: 001-529-4003-534995-0000-0000 (Other Svc-IT)
- c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

FY 2024-25

Revenues \$0.00 Expenditures \$43,447.21 Net Cost \$43,447.21

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Granite Tops Industries LLC - Counter Tops Installation - Renewal

- 1. On November 30, 2022, the City entered into an Agreement with Granite Tops Industries LLC for an initial one (1) year period, which expired on November 29, 2023.
- 2. The City of Pembroke Pines Community Services Department contracts Granite Tops Industries LLC, to provide the supplies and installation of quartz counter tops for the City's housing division apartments on an as needed basis.
- 3. Section 3.2 of the Original Agreement authorizes the renewal in writing by the Parties for two (2) additional, one (1) year terms, evidenced by a written Amendment.
- 4. On August 24, 2023, the Parties executed the First Amendment to the Original Agreement, to renew the term thereof for a one (1) year period, which will expire on November 29, 2024.
- 5. The Community Services Department recommends that the City Commission approve this Second Amendment for the second, and final, one (1) year renewal term, commencing on November 30, 2024, and expiring on November 29, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$166,028.00

b) Amount budgeted for this item in Account No:

Pines Point - 001-554-8002-546150-0000-0000 (R&M land & bldg)

Pines Place - 001-554-8002-546150-0000-0000-0000-00603 (R&M land & bldg)

- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

FY24-25 FY 25-26
Revenues \$.00 \$.00
Expenditures \$138,356.67 \$27,671.33
Net Cost \$138,356.67 \$27,671.33

e) Detail of additional staff requirements: "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable
- (D) TargetSolutions Learning, LLC d/b/a Vector Solutions Software Platform for RMS, Scheduling, and Online Training Renewal
- 1. On August 18, 2021, the City entered into an Agreement with Target Solutions Learning, LLC (D/B/A Vector Solutions) for a 36-month term, commencing on October 1, 2021, and expiring on September 30, 2024.
- 2. Target Solutions Learning, LLC (D/B/A Vector Solutions) provides software as a service to include a System for Records Management for Personnel, Scheduling, Inventory, and Maintenance for the City of Pembroke Pines Fire Rescue Department through easy, cost-effective licensing with a desktop and mobile platform to manage employees, vehicles, stations, training, and maintenance records in a flexible and adaptive way, simplifying asset management.
- 3. Section 5.1 of the Service Agreement allows for successive, one (1) year, renewal terms with a yearly, 3.0% increase to the annual fees.
- 4. The Agreement was revised to include the Employee Evaluation feature within the platform, and has been renewed annually with the number of users adjusted each year to accurately reflect the Fire Department's administrative, support, and active firefighter staffing levels.
- 5. The Fire/Rescue Department requests the City Commission approve this Fourth Amendment for the 12-month renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$54,487.44

b) Amount budgeted for this item in Account No:

001-529-4003-534995-0000-000-0000 Other Svc - IT

- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

FY 2024-25

Revenues \$0.00 Expenditures \$54,487.44 Net Cost \$54,487.44

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable



JIMMY PATRONIS CHIEF FINANCIAL OFFICER

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/11/2024 **EXPIRATION DATE:** 9/11/2026

PERSON: VLADIMIR LORENZO EMAIL: VLAD@GRANITETI.COM

FEIN: 830783407

BUSINESS NAME AND ADDRESS:

GRANITE TOPS INDUSTRIES LLC

9755 NW 80 AVE

HIALEAH GARDENS, FL 33016

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT RULE 69L-6.012, F.A.C. REVISED 01/2023

E01995656

QUESTIONS? (850) 413-1609

StateFarm
Docusign Envelope ID: 968B1828-F0DC-41E8-B24A-4ECFCAB8ED14

PO Box 2358 Bloomington IL 61702-2358

AT2

NAMED INSURED 59-2641-4 A

0058 005580 LORENZO, ADELE & VLADIMIR SR 3951 SW 140TH AVE MIAMI FL 33175-6457 **DECLARATIONS PAGE**

POLICY NUMBER P52 0036-D09-59

POLICY PERIOD OCT 09 2024 to APR 09 2025 12:01 A.M. Standard Time

MUTL VOL

STATE FARM PAYMENT PLAN NUMBER 1676416419

AGENT

27159-4-A

P J PINTO INSURANCE AGENCY INC 15058 SW 56TH ST MIAMI, FL 33185-4071

PHONE: (305)386-7170

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE. IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BUUT SITLE	VEHICLE ID. NUMBER	CLASS
2024	CHEVROLET	K2500	PICKUP	2GC4YPEY3R1108003	603H60C0002

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
Α	Liability Coverage	\$560.31
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$1 00,000 \$3 00,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
P14	No-Fault Coverage	\$67.62
D	Comprehensive Coverage - \$500 Deductible	\$246.68
G	Collision Coverage - \$500 Deductible	\$332.61
Н	Emergency Road Service Coverage	\$1.52
R1	Car Rental and Travel Expenses Coverage	\$20.89
	Limit - Car Rental Expense	
	Each Day, Each Loss	
	\$ 50 \$ 1,500	
U3	Uninsured Motor Vehicle Coverage (Non-Stacking)	\$139.78
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$ 100,000 \$ 300,000	

Total premium for OCT 09 2024 to APR 09 2025 \$1,369.41 This is not a bill.

IMPORTANT MESSAGES

IMPORTANT NOTICE- Under No-Fault Coverage, the only medical expenses we will pay are reasonable medical expenses that are payable under the Florida Motor Vehicle No-Fault Law. The most we will pay for such reasonable medical expenses is 80% of the "schedule of maximum charges" found in the Florida Motor Vehicle No-Fault Law and in the Limits section of the Florida Car Policy's No-Fault Coverage.

Replaced policy number L780577-59 001.

For questions, problems or to obtain information about coverage call: (305)386-7170.

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during your policy term, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET FORM 9810A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU
WITH ANY SUBSEQUENT RENEWAL NOTICE.
CREDITOR- GM FINANCIAL, PO BOX 1617, MINNEAPOLIS MN 55440-1617.
6128S.1 AMENDATORY ENDORSEMENT.
6129Q AMENDATORY ENDORSEMENT.

Agent: P J PINTO INSURANCE AGENCY INC

Telephone: (305)386-7170

Prepared AUG 15 2024 2641-AD6

See Reverse Side 10406/05405 155-3866.2 04-2005 (01a025hd) 14SX0N (01a025te)

This policy is issued by State Farm Mutual Automobile Insurance Company.

MUTUAL CONDITIONS

- 1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
- 2. No Contingent Liability. This policy is non-assessable.
- **3. Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yourll
Secretary

President

ACORD,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/14/24

> ,000, ,000, ,000, ,000,

PRODUCER APLINSURANCE INC

Phone 305/468/0077

5860 SW 8 ST # 2

MIAMI, FL 33144

Fax 305/513/2666

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED GRANITE TOPS INDUSTRIES LLC

9755 NW 80 AVE MIAMI LKS FL 33016 INSURER A: ASCENDANT INSURANCECO

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F:

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR INSRD	TYPE OF INSURANCE	E .	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ✓ COMMERCIAL GENERAL	LIABILITY	GL-66063-4	04/00/04	0.440.040	EACH OCCURRENCE DAMAGE TO RENTED	1,000,0
Λ .	CLAIMS MADE 🗸 O		GL-00003-4	04/08/24	04/08/25	PREMISES (Ea occurence) MED EXP (Any one person)	100,0 5.0
A 🗸						PERSONAL & ADV INJURY	1,000,0
						GENERAL AGGREGATE	2,000,0
	GEN'L AGGREGATE LIMIT AP POLICY PROJECT	PPLIES PER:				PRODUCTS - COMP/OP AGG	2,000,0
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	
	SCHEDULED AUTOS HIRED AUTOS					BODILY INJURY (Per person)	
	NON OWNED AUTOS					BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	
	ANY AUTO					OTHER THAN EA ACC AUTO ONLY: AGG	
	EXCESS LIABILITY					EACH OCCURRENCE	
	OCCUR CLAIMS	S MADE				AGGREGATE	
	DEDUCTIBLE					en e	
	RETENTION						
WORK EMPLO	ERS COMPENSATION AND OYERS' LIABILITY					WC STATU- OTH- TORY LIMITS FR	
ANY PE OFFICE	ROPRIETOR / PARTNER / EXE ER / MEMBER EXCLUDED?	CUTIVE				TORY LIMITS ER E.L. EACH ACCIDENT	
If yes, d	lescribe under					E.L. DISEASE - EA EMPLOYEE	
OTHER	AL PROVISIONS below R					E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS STONE CUTTING OR POLISH

THE CERTIFICATE HOLDER IS NAME AS ADDITIONAL INSURED WITH REGARD TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

THE CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MIPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIV

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND GRANITE TOPS INDUSTRIES LLC

THIS AMENDMENT ("First Amendment"), dated August 24, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

GRANITE TOPS INDUSTRIES LLC, a Limited Liability Company as listed with the Florida Division of Corporations, and with a business address of 9755 NW 80 Ave., Hialeah Gardens, FL 33016, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on November 30, 2022, the Parties entered into an Agreement ("Original Agreement") to supply and install quartz counter tops for the CITY's housing apartments on an as needed basis for an initial one (1) year period, which will naturally expire on November 29, 2023; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2) additional one (1) year terms pursuant to written amendments to the Original Agreement; and,

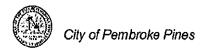
WHEREAS, the Parties desire to renew the term thereof for a one (1) year period which shall commence on November 30, 2023 and shall naturally expire on November 29, 2024 and to supplement the terms contained therein as set forth in this First Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for a one (1) year renewal period which shall commence on November 30, 2023 and shall naturally expire on November 29, 2024.



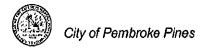
SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 <u>Definitions for this Section.</u>

- 4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 4.2 <u>Registration Requirement; Termination.</u> Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:



- 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.
- **SECTION 6.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.
- SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.
- SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.
- SECTION 9. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

	<u>CITY:</u>
	CITY OF PEMBROKE PINES, FLORIDA
APPROVED AS TO FORM:	AnnA
Dammed The 8/3/23	BY:
Print Name: So Gat 5 GORE)	MAYOR FRANK C. ORTIS
OFFICE OF THE CITY ATTORNEY	
ATTEST: DocuSigned by:	BY Clarks F. Dodge August 22, 2023
Marlene D. Graham Abgust 24, 20	23 CHARLES F. DODGE, CITY MANAGER
E858EEE04EEF4F3	
MARLENE D. GRAHAM, CITY CLERK	

CONTRACTOR:

GRANITE TOPS INDUSTRIES LLC

Signed By: Vladimir Lorenzo

Printed Name: Vladimir Lorenzo

Title: Owner



City of Pembroke Pines, FL

601 City Center Way Pembroke Pines, FL 33025 www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 23-0055 Type: Agreements/Contracts Status: Passed

Version: 1 Agenda In Control: City Commission

Section:

File Created: 01/23/2023

Short Title: Contracts Database Report - August 16th, 2023 Final Action: 08/16/2023

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) Nearpod, Inc. License for Access to Nearpod and Flocabulary Online Materials Renewal
- (B) Easter Seals of South Florida, Inc. Adult Health Day Care and Alzheimer Care Renewal
- (C) Granite Tops Industries, LLC. Counter Top Installation Renewal
- (D) Municipal Emergency Services, Inc. Purchase of Police Uniforms Renewal

ITEM (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) BLD Services, LLC. - IFB # PSUT-20-08 Infiltration Removal Lateral and Mainline Lining Program - Non-renewal

*Agenda Date: 08/16/2023

Agenda Number: 13.

Internal Notes:

Attachments: 1. Contract Database Report - August 16, 2023, 2. A. Nearpod Inc.-License for Access to

Nearpod (AB), 3. B. Easter Seals South Florida, Inc.-Adult Health Day Care and Alzheimer Car-(AB), 4. C. Granite Tops-Counter Tops (AB), 5. D. Municipal Emergency Services, Inc. (Argo) - Purchase of Police Uniforms (AB), 6. E. BLD Services - PSUT-20-08 Infiltration Removal Lateral

and Mainline Lining Program (AB)

Related Files:

Agenda Request Form Continued (23-0055)

1 City Commission 08/16/2023 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 4 Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and

Commissioner Castillo

Nay: - 0

Absent: - 1 Mayor Ortis

SUMMARY EXPLANATION AND BACKGROUND:

- 1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
- 2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
- 3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online Materials - Renewal

- 1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, which expired on August 16, 2021.
- 2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
- 3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.
- 4. On August 4, 2021, the City extended the term of the Original Agreement with Nearpod, Inc. for an additional one (1) year term which expired on October 6, 2022.
- 5. On August 23, 2022, the City extended the term of the Original Agreement, as amended, for an additional one (1) year term which will naturally expire on October 6, 2023.
- 6. The City's Charter Schools recommends the City Commission to approve the continuation of the Agreement for the renewal period commencing on October 7, 2023 and expiring on October 6, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$41,621.11
- **b)** Amount budgeted for this item in Account No: Funds for this expenditure is budgeted within the 2023-2024 Pembroke Pines Charter School Adopted Budget in the Noncapitalized Software Accounts below:

School Site	Account Coding	Amount
East Elementary	170-569-5051-552652-5101-369-0000-00550	\$ 2,011.65
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$ 990.75
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$ 6,165.77
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$ 3,036.87
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$ 2,011.65
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$ 990.75
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 9,202.64
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 3,002.64
Academic Village Middle	172-569-5053-552652-5102-369-0000	\$ 8,203.00
Academic Village High	172-569-5053-552652-5103-369-0000	\$ 3,003.00
FSU Elementary	173-569-5061-552652-5101-369-0000	\$ 2,011.65
FSU Elementary	173-569-5061-552652-5102-369-0000	\$ 990.74
	Total	\$ 41,621.11

- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

Current School FY
Revenues \$.00
Expenditures \$41,621.11
Net Cost \$41,621.11

e) Detail of additional staff requirements: Not applicable FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.
- (B) Easter Seals of South Florida, Inc. Adult Health Day Care and Alzheimer Care Renewal
- 1. On September 22, 2009, the City entered into a Contractual Services Agreement with Easter Seals of South Florida, Inc. for an initial three (3) year period which naturally expired on September 30, 2012.
- 2. The City of Pembroke Pines Community Services Department utilizes Easter Seals of South Florida, Inc. for Adult Health Day Care and Alzheimer Care Services.
- 3. On February 8, 2012, the City executed the First Amendment to the Original Agreement to

Agenda Request Form Continued (23-0055)

provide additional services to additional clients.

- 4. On October 1, 2012, the City executed the Second Amendment to the Original Agreement, as amended, to include for yearly rent due and owed to the City for use of the City's SW Focal Point Senior Center and to extend the term for a three (3) year term, which naturally expired on September 30, 2015.
- 5. On July 1, 2015, the City executed the Third Amendment to the Original Agreement, as amended, to increase the rent due to the City from \$90,750.00 to \$115,889.64, to extend the term for an additional five (5) year term which naturally expired on September 30, 2020, and to provide for two (2) additional three (3) year renewal options.
- 6. On June 17, 2020, the City executed the Fourth Amendment to the Original Agreement, as amended, to increase the rent due to the City from \$115,889.64 to \$127,869.00, and to extend the term for a three (3) year period which will naturally expire on September 30, 2023.
- 7. During the one (1) year renewal period which shall commence on October 1, 2023, tenant shall pay the City an annual rent amount of \$158,424.24 from \$127,869.00
- 8. The Community Services Department recommends that the City Commission approve this Fifth Amendment for a three (3) year renewal term which shall commence on October 1, 2023, and shall naturally expire on September 30, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Revenue: \$158,424.24

b) Amount budgeted for this item in Account No:

For the Adult Day Care services:

Revenue Account 199-000-8005-331690-0000-000-0000- OAA Title IIIB Funds and 199-000-8005-331691-0000-0000- Title IIIE \$288,158.00

Expenditure Account 199-569-8005-534990-0000-000-0000-00024 Other Svc Contractual Serv-Other \$288,158.00

For the Lease Payments:

Monthly Facility Fee for the period of October 1, 2023 - September 30, 2024 is \$13,202.02 for the total amount of \$158,424.24 to be allocated to Revenue - Rental - Adult Day Care (Tax Exempt) 001-000-8001-362054-0000-0000-00000

- c) Source of funding for difference, if not fully budgeted: "Not Applicable."
- d) 3 year projection of the operational cost of the project "Not Applicable"

	FY 2023-24	FY 2024-25	FY 2025-26	
Revenues (Rent)	\$158,424.2	4 \$158,42	24.24 \$158,4	24.24
Revenues (Grant) \$288,158.	00 \$288,1	58.00 \$288,	158.00
Expenditures	\$288,158.00	\$288,158.00	0 \$288,158.0	00
Net Revenue	\$158,424.24	\$158,424.24	4 \$158,424.2	24

e) Detail of additional staff requirements: "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? "Not Applicable."
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable
- (C) Granite Tops Industries, LLC. Counter Top Installation Renewal
- 1. On November 30, 2022, the City entered into an Agreement with Granite Tops Industries LLC for an initial one (1) year period, which will expire on November 29, 2023.
- 2. Granite Tops Industries LLC. supplies and installs quartz counter tops for the City's housing apartments on an as needed basis.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
- 4. The Community Services recommends that the City Commission approve this First Amendment for the first one (1) year renewal term commencing on November 30, 2023 and expiring on November 29, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$166,028.00
- b) Amount budgeted for this item in Account No: Funds are available in the following accounts:

Pines Point - 001-554-8002-546150-0000-000-0000 (R&M land & bldg)
Pines Place - 001-554-8002-546150-0000-0000-0000-00603 (R&M land & bldg)

- c) Source of funding for difference, if not fully budgeted: "Not Applicable"
- d) 2-year projection of the operational cost of the project

FY2024 FY2025 Revenues \$.00 \$.00

Expenditures \$138,356.67 \$27,671.33 Net Cost \$138,356.67 \$27,671.33

e) Detail of additional staff requirements: "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? "Not Applicable."
- b) If yes, what is the total cost or total savings of utilizing Out-Sourcing vs.

 In-House Labor for this service? [Enter the total cost or savings here and include length of time that was considered.]
- (D) Municipal Emergency Services, Inc. Purchase of Police Uniforms Renewal
- 1. On November 30, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31, 2017.
- 2. The City's Police Department utilizes Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.
- 3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended, extending the term thereof.
- 4. On November 1, 2017, the City executed the First Amendment to the Original Agreement to extend the term thereof for a two (2) year period, which expired on October 31, 2019.
- 5. On January 15, 2020, the City executed the Second Amendment to the Original Agreement, as amended, to reduce the compensation amount from \$112,000.00 to \$89,000.00, and to extend the term for an additional two (2) year term which expired on October 31, 2021.
- 6. On or about May 18, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.
- 7. On August 4, 2021, the City Commission ratified the approval of the Assignment, Assumption, and Consent Agreement dated July 22, 2021. In addition, the City executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a two (2) year period which will expire on October 31, 2023.
- 8. On August 4, 2021, the City Commission also approved a budget of \$105,000.00 for the renewal period.
- 9. On or about December 1, 2022 the City's Police Department changed their uniforms and as

Agenda Request Form Continued (23-0055)

- a result, the department had to increase their budget to \$230,000 for the period commenced on November 1, 2022 and is ending on October 31, 2023 to cover for the additional expenses.
- 10. The department anticipates a decrease in uniform purchases for the two (2) year period which shall commence on November 1, 2023 and shall end on October 31, 2025 and has budgeted \$185,000.00 annually.
- 11. The City's Police Department recommends that the City Commission approve this Fourth Amendment to increase the compensation amount of the agreement, as amended, to \$230,000.00 for the period commencing on November 1, 2022 and ending on October 31, 2023, to decrease the compensation amount to \$185,000.00 annually commencing on November 1, 2023 and every year thereafter and to extend the Term of the Agreement for an additional two (2) year period, which shall commence on November 1, 2023 and shall expire on October 31, 2025 as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- **a)** Initial Cost: Additional cost of \$125,000.00 in FY2023 and \$185,000.00 per year in FY2024 & FY2025.
- b) Amount budgeted for this item in Account No: \$115,000.00 in account # 001-521-3001-552600-0000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-0000-09007 (Clothing/Uniform) in FY2023. \$175,000.00 in account # 001-521-3001-552600-0000-0000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-0000-0000-09007 (Clothing/Uniform) in FY2024.
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 4-year projection of the operational cost of the project:

	Current FY		FY2023-2024	FY2024-2025	FY2025-2026
Revenues	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$125,00	0.00	\$185,000.00	\$169,583.00	\$15,417.00
Net Cost	\$125,000.00		\$185,000.00	\$169,583.00	\$15,417.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?
- (E) BLD Services, LLC. IFB # PSUT-20-08 Infiltration Removal Lateral and Mainline

Agenda Request Form Continued (23-0055)

Lining Program - Non-renewal

- 1. On November 4, 2020, the City entered into an Agreement with BLD Services, LLC. for the rehabilitation of the City's sanitary sewer lines and laterals using the cured-in-place ("CIPP") method, for an initial three (3) year period, which expires on September 30, 2023.
- 2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year periods upon mutual consent, evidenced by written Amendments extending the term thereof.
- 3. The Utilities Department will not renew the Agreement with BLD Services since the Vendor has notified the City that they cannot hold their pricing. The Utilities Department will begin a new procurement process to secure these services.

AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND GRANITE TOPS INDUSTRIES LLC



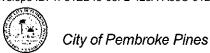
City of Pembroke Pines

CONTRACTOR to supply and install quartz counter tops for the housing apartments on as needed basis as more particularly described herein below.

- 1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.
- 1.5 CITY intends and CONTRACTOR acknowledge that any services performed pursuant to this Agreement shall be non-exclusive and performed on an as needed basis, at the sole discretion of the CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

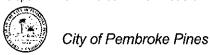
- 2.1 CONTRACTOR hereby agrees to perform the services at Pines Point Residences located at 401 and 601 NW 103 Ave., Pembroke Pines, FL 33026 and Pines Place Residences located at 8103 and 8203 South Palm Drive, Pembroke Pines, FL 33025, and 8210 Florida Drive, Pembroke Pines, FL 33025 ("Properties") as more particularly described in and in accordance with the Scope of Services outlined in the specifications, "IFB # CS-22-04", attached hereto and made apart hereof as Exhibit "A" and CONTRACTOR's response thereto, attached hereto and made apart hereof as Exhibit "B". CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.
- 2.2 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Services on an as-needed basis upon the written request and upon authorization by the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any certain amount or quantity of goods or services.
- 2.3 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 2.4 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.
- 2.5 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work, as more specifically described in **Exhibit "A"**.
- 2.6 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.



- 2.7 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.
- 2.8 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.
- 2.9 Return of Keys. Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRATOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3 TERM AND TERMINATION

- 3.1 CONTRACTOR shall perform the services associated with the Properties as identified in **Exhibit "A"** attached hereto and made apart hereof, for an initial one (1) year period which shall commence on the effective date of this Agreement and naturally expire one (1) year thereafter.
- 3.2 This Agreement may be renewed at the expiration of the initial term, for two (2) additional one (1) year terms upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.
- 3.3 <u>Post Contractual Obligations.</u> In the event that the term of this agreement expires and the CITY has already initiated an assignment/project pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the current rates provided, on a month to month basis until the CITY establishes a new contract for services.
- 3.4 <u>Termination for Convenience.</u> This Agreement may be terminated by CITY for convenience, upon seven (7) day of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.
- 3.5 <u>Default by CONTRACTOR</u>. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein



contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

3.6 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

- 4.1 The CITY hereby agrees to compensate CONTRACTOR monthly for all services performed and materials provided by CONTRACTOR as provided in **Exhibit "B"**, attached hereto and by reference made a part hereof. The total annual amount shall not exceed **ONE HUNDRED SIXTY-SIX THOUSAND**, **TWENTY EIGHT DOLLARS AND 00/100 CENTS** (\$166,028.00).
- 4.2 <u>Prompt Payment Act</u>. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.3 <u>Method of Billing and Payment</u>. The CITY shall within thirty (30) calendar days, from the date the CITY's Public Services Department Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Department Director or his or her designee.

Payment will be made to CONTRACTOR at:

Granite Tops Industries 9755 NW 80 Ave., Hialeah Gardens, FL 33016

ARTICLE 5 CHANGES IN SCOPE OF WORK

- 5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of work to be provided pursuant to this Agreement, as more particularly described in **Exhibit "A"**. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.
- 5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be



compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

ARTICLE 6 INDEMNIFICATION

- 6.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, agents, partners, principals or subcontractors during the term of this Agreement or resulting thereafter. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
- 6.2 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.
- 6.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 6.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 INSURANCE

7.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.



City of Pembroke Pines

- 7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.
- 7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No ✓

✓

- 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - 1. Each Occurrence Limit \$1,000,000
 - 2. Fire Damage Limit (Damage to rented premises) \$100,000
 - 3. Personal & Advertising Injury Limit \$1,000,000
 - 4. General Aggregate Limit \$2,000,000
 - 5. Products & Completed Operations Aggregate Limit \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3)



City of Pembroke Pines

years after the delivery of goods/services or final payment under the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No ✓

7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory

2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

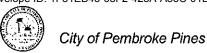
Yes No ✓ 🗌

- 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
 - 1. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) \$1,000,000
 - 2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) \$1,000,000
 - 3. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.



- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State



unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 AGREEMENT SUBJECT TO FUNDING

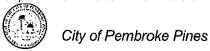
This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11 UNCONTROLLABLE FORCES

Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12 GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising



out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13 SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14 <u>DEFAULT OF CONTRACT & REMEDIES</u>

- 14.1 <u>Damages</u>. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.
- 14.2 <u>Correction of Work</u>. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.
- 14.3 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:
 - 14.3.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) calendar days.
 - 14.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
 - 14.3.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.
 - 14.3.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.



- 14.3.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.
- 14.4 <u>Remedies in Default</u>. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) calendar days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.
 - 14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.
 - 14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or reletting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.
 - 14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.
 - 14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within seven (7) calendar days of the receipt by CONTRACTOR of such notice from CITY.



It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 15 MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

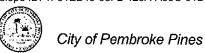
ARTICLE 16 DISPUTE RESOLUTION

16.1 **Operations During Dispute**.

- 16.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.
- 16.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17 PUBLIC RECORDS

- 17.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:
 - 17.1.1 Keep and maintain public records required by the CITY to perform the service;
 - 17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement,



CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

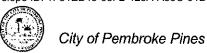
- 17.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 17.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

ARTICLE 18 <u>SCRUTINIZED COMPANIES</u>

- 18.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 18.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



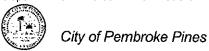
- 18.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- 18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 19 EMPLOYMENT ELIGIBILITY

19.1 <u>E-Verify</u> CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

19.1.1 **Definitions for this Section**.

- 19.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.
- 19.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 19.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 19.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 19.2 <u>Registration Requirement; Termination</u>. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - 19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - 19.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - 19.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status



of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 20 MISCELLANEOUS

- 20.1 Ownership of Documents. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 20.2 <u>Legal Representation</u>. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
- 20.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statues.
- 20.4 <u>Assignments: Amendments.</u> This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 20.5 <u>No Contingent Fees</u>. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company,



corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: CI

Charles F. Dodge, City Manager

City of Pembroke Pines

601 City Center Way, 4th Floor Pembroke Pines, Florida 33025

Telephone No.

(954) 450-1040

Copy To:

Samuel S. Goren, City Attorney

Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone No.

(954) 771-4500

Facsimile No.

(954) 771-4923

CONTRACTOR:

Vladimir Lorenzo

Granite Tops Industries LLC

9755 NW 80 Ave.

Hialeah Gardens, FL 33016

E-mail:

vlad@graniteti.com

Telephone No:

305-345-1687

- 20.7 <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 20.8 <u>Headings</u>. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 20.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.



- 20.10 <u>Severability</u>. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 20.11 Extent of Agreement and Conflicts. This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A," and Exhibit "B," this Agreement shall govern and prevail, followed by Exhibit "A," and then Exhibit "B."
- 20.12 <u>Waiver</u>. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 20.13 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 20.14 <u>Protection of CITY Property.</u> At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.
- 20.15 <u>Counterparts and Execution</u>. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 21 EQUAL BENEFITS FOR EMPLOYEES

- 21.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- 21.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.



- 21.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.
- 21.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

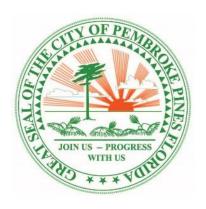
21.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

SIGNATURE PAGE FOLLOWS



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

	<u>CITY:</u>
ATTEST: Docusigned by: Marley D. Graham November 30, E858EEE04EEF4F3 MARLENE D. GRAHAM, CITY CLERK	CITY OF PEMBROKE PINES, FLORIDA 2822: MAYOR FRANK C. ORTIS
APPROVED AS TO FORM: Jacob Korowita November 29, A563A1DDEFD5417 Print Name: Jacob Horowitz OFFICE OF THE CITY ATTORNEY	BY: November 30, 2022 47B966ECFDAD4AC 2022 CHARLES F. DODGE, CITY MANAGER
	CONTRACTOR:
	GRANITE TOPS INDUSTRIES LLC
	Signed By: Vladimir Lorenzo Name: Vladimir Lorenzo Title: Owner



Counter Tops

Invitation for Bids # CS-22-04

General Information					
Project Cost Estimate	\$141,162	See Section 1.4			
Project Timeline	This contract shall be for an initial	See Section 1.4			
	one-year period with two additional				
	one-year renewal terms.				
Evaluation of Proposals	Staff	See Section 1.7			
Non-Mandatory Pre-Bid Meeting	10:00 a.m. on August 17, 2022	See Section 1.8			
	at the Pines Place Tower 2 Lobby				
	8210 Florida Drive, Pembroke Pines,				
	FL 33025				
Question Due Date	August 22, 2022	See Section 1.8			
Proposals will be accepted until	2:00 p.m. on September 6, 2022	See Section 1.8			
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable			
100% Payment and Performance	Not Applicable	Not Applicable			
Bonds					
Grant or Federal Funding Information	Not Applicable	Not Applicable			

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

Table of Contents

SECTION	I 1 - INSTRUCTIONS	5
1.1	NOTICE	5
1.1.1	VIRTUAL BID OPENING	5
1.2	PURPOSE	6
1.3	SCOPE OF WORK	7
1.3.1	QUARTZ COUNTER TOPS	7
1.3.2	GENERAL CONDITIONS	9
1.3.	2.1 WORK	9
1.3.	2.2 PERFORMANCE STANDARDS, LICENSES, AND INSPECTIONS	9
1.3.	2.3 GENERAL SITE MAINTENANCE	9
1.3.	2.4 GENERAL RESPONSIBILITIES	9
1.3.3	CERTIFICATION OF WORK COMPLETION	10
1.3.	3.1 ACCEPTANCE OF WORK	11
1.3.	3.2 CORRECTION OF WORK	11
1.3.	3.3 UNCOVERING OF WORK	11
1.3.4	WARRANTY	11
1.4	PROJECT COST ESTIMATE & TIMELINE	11
1.4.1	PERMIT, LICENSE, IMPACT OR INSPECTION FEES	12
1.5	PROPOSAL REQUIREMENTS	12
1.5.1	Pricing Sheet / Bid Tables	12
1.5.2	Questionnaires	13
1.5.3	Other Completed Documents	14
1.5.4	Optional Documentation	14
1.6	VENDOR REGISTRATION DOCUMENTS	16
1.6.1	Vendor Information Form	16
1.6.2	Form W-9 (Rev. October 2018)	16
1.6.3	Company Profile Form	17
1.6.4	Sworn Statement on Public Entity Crimes Form	17
1.6.5	Equal Benefits Certification Form	17
1.6.6	Vendor Drug-Free Workplace Certification Form	17
1.6.7	Scrutinized Company Certification	17

1.6.3	8 E-Verify System Certification Statement	17
1.6.9		
1.6.		
1.6.	-	
1.7	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	
1.8	TENTATIVE SCHEDULE OF EVENTS	
1.8.		
1.9	SUBMISSION REQUIREMENTS	
1.10	FREQUENTLY ASKED QUESTIONS (FAQs)	
1.10	0.1 GENERAL QUESTIONS	
	N 2 - INSURANCE REQUIREMENTS	
SECTIO	N 3 - GENERAL TERMS & CONDITIONS	27
3.1	EXAMINATION OF CONTRACT DOCUMENTS	27
3.2	CONFLICT OF INSTRUCTIONS	27
3.3	ADDENDA or ADDENDUM	27
3.4	INTERPRETATIONS AND QUESTIONS	27
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	27
3.6	WARRANTIES FOR USAGE	28
3.7	BRAND NAMES	28
3.8	QUALITY	28
3.9	SAMPLES	28
3.11	DEVELOPMENT COSTS	28
3.12	PRICING	28
3.13	DELIVERY POINT	29
3.14	TAX EXEMPT STATUS	29
3.15	CONTRACT TIME	29
3.16	COPYRIGHT OR PATENT RIGHTS	29
3.17	PUBLIC ENTITY CRIMES	29
3.18	CONFLICT OF INTEREST	29
3.19	FACILITIES	29
3.20	ENVIRONMENTAL REGULATIONS	30
3.21	SIGNATURE REQUIRED	
3.22	MANUFACTURER'S CERTIFICATION	
3.23	MODIFICATION OR WITHDRAWAL OF PROPOSAL	30

3.24	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS 30
3.25	RESERVATIONS FOR REJECTION AND AWARD
3.26	BID PROTEST
3.27	INDEMNIFICATION
3.28	DEFAULT PROVISION
3.29	ACCEPTANCE OF MATERIAL 32
3.30	LOCAL GOVERNMENT PROMPT PAYMENT ACT
3.31	SCRUTINIZED COMPANIES LIST
3.32 SUB	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL MITTALS33
3.33	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES 34
3.34	CONE OF SILENCE
3.35	E-VERIFY
3.36	JESSICA LUNSFORD ACT

ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - Construction Agreement

Attachment D: Standard Release of Lien Form

Attachment E – Pines Place Plans

Attachment F – Pines Point Plans

SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # CS-22-04 Counter Tops

Solicitations may be obtained from the City of Pembroke Pines website at http://www.ppines.com/index.aspx?NID=667 and on the https://ppines.bonfirehub.com/ website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at Support@GoBonfire.com.

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the https://ppines.bonfirehub.com/ website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at https://ppines.bonfirehub.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, September 6, 2022. Proposals must be **submitted electronically at https://ppines.bonfirehub.com/**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

Due to the COVID-19 Coronavirus Pandemic, the City may not be opening up the physical location for public access.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. <u>In any event, the public is encouraged to attend the bid opening process</u> <u>virtually in lieu of attending the meeting in person.</u>

Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

• WebEx Meeting Link: https://ppines.webex.com/meet/purchasing

Cisco Webex Meeting Number: 717 019 586
 Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from https://www.webex.com/downloads.html/, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the public may attend the meeting but will not be allowed to comment or participate in the proceedings.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department City of Pembroke Pines 8300 South Palm Drive, Pembroke Pines, FL 33025 954-518-9022 purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to supply and install quartz counter tops for the housing apartments on an as needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City's Housing Division includes the two following locations:

Facility	Address	Apartments
Pines Point	401 N.W. 103 Avenue, Pembroke Pines, FL 33026	20
Residences	601 N.W. 103 Avenue, Pembroke Pines, FL 33026	28
	8103 S. Palm Drive, Pembroke Pines, FL 33025	



Pines Place	8210 Florida Drive, Pembroke Pines, FL 33025	68
Residences	8203 S. Palm Drive, Pembroke Pines, FL 33025	

1.3 SCOPE OF WORK

As in all apartment complexes, the floor plan dimensions from apartment to apartment may vary slightly. The pricing submitted for each style unit will apply across the board and shall not vary based on these minor differences. CONTRACTOR is responsible for field verifying the measurements of each unit before ordering and manufacturing of materials to assure proper fit at installation.

Existing cabinet and top configurations may vary from the design documents submitted as Attachment E - Pines Place Housing Plans and Attachment F - Pines Point Housing Plans, in this bid package. In all such cases, the new cabinets and tops shall match the design documents.

Please note Pines Point requires counter tops for the cabinets in the bathrooms. Pine Place does not require counter tops in the bathrooms as the bathrooms at Pines Place do not have cabinet.

1.3.1 QUARTZ COUNTER TOPS

- A. The CONTRACTOR shall supply all required expertise, labor, tools, equipment, materials, and services required to provide the Quartz counter top installations for all cabinets and vanities in accordance with the approved plans, specifications, interior finish schedules, City and Municipal codes and regulations as satisfactory to the OWNER and PROJECT MANAGER.
- B. The work shall include, but shall not necessarily be limited to, the following:
- All work shall be carried out in accordance with contract documents, Architectural drawings, Cabinet Layouts, Finish Schedules, Specifications and all applicable codes and governing authorities.
- 2. The CONTRACTOR shall remove any existing kitchen or bathroom plumbing and leave onsite for OWNER. Tops shall be removed and properly disposed of into dumpster provided by the owner.
- 3. The CONTRACTOR shall carefully inspect all cabinet and vanity installations to be fitted with quartz for square, level, fastening and condition prior to installing the contract materials to ensure the surfaces provided are sufficient and satisfactory to provide a high quality finished product free from defects. The Contractor is to immediately report any substandard condition to the Project Manager and is not to proceed until the defect is corrected in accordance with acceptable standards.

- 4. The CONTRACTOR shall submit a quartz joint layout for all kitchen counter tops, satisfactory to the Project Manager, prior to commencing work.
- 5. All Individual units shall have Wilsonart Quartz 3cm "Gobi" Q1003 or Wilsonart 3cm "Winters Veil" Q2008 or approved equivalent. Contractor shall assure color availability/ production for an extended period.
- 6. The CONTRACTOR shall take extreme care not to scratch, stain or damage adjacent surfaces during installation. Costs of damage repair and/or replacement caused by the CONTRACTOR may be charged to the CONTRACTOR, at the discretion of the OWNER.
- 7. The CONTRACTOR shall provide a "single square 3cm (three centimeters), eased" edge for all quartz counter tops.
- 8. The CONTRACTOR shall shim, level, and use manufacturer approved adhesive during quartz installation.
- 9. The CONTRACTOR shall install quartz counter top behind the kitchen range if required in accordance with the appliance manufacturer's cut sheets.
- 10. The CONTRACTOR shall install a 4-inch quartz backsplash for all tops where the top abuts a wall and caulk top bottom and edges of backsplash with a matching color caulking.
- 11. The CONTRACTOR shall provide "pork-chop" vanity extensions over all toilets where the bath/vanity design permits.
- 12. The CONTRACTOR shall site measure the kitchen cabinets and bath vanities for each unit to ensure that the dimension and fit of the quartz counter tops are of a very high quality.
- 13. The CONTRACTOR shall inspect and approve all of the installed bar support brackets, as satisfactory for the purpose intended, prior to any quartz installation.
- 14. The CONTRACTOR shall prepare the kitchen and bathroom quartz counter tops for top mount basins.
- 15. The CONTRACTOR shall drill the kitchen and bathroom counter tops as required for plumbing faucets in accordance with templates supplied by the Project Manager.
- 16. The CONTRACTOR shall fill and/or touch-up where required, all joints and any minor imperfections in the finished counter tops following installation to ensure a high quality finished product

17. Time is considered to be of the essence and the CONTRACTOR agrees not to cause undue delay to the Project Manager's schedule of construction.

1.3.2 GENERAL CONDITIONS

1.3.2.1 WORK

The term "Work" includes all labor, materials, equipment and services required of the CONTRACTOR, as shown, described or inferred in the Contract Documents. The CONTRACTOR is only to use its own forces and/or CITY / CITY's PROJECT MANAGER approved sub-trades to undertake the Work. The CONTRACTOR may not sub out further work without the prior written consent of the CITY's PROJECT MANAGER, such consent to be granted at the discretion of the CITY.

1.3.2.2 PERFORMANCE STANDARDS, LICENSES, AND INSPECTIONS

The CONTRACTOR agrees to do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all city, county and federal laws and codes pertaining thereto and to the satisfaction of the CITY. The CONTRACTOR further agrees to obtain all licenses required in connection with his work and to inform the CITY's PROJECT MANAGER of the date and time, work will be ready for inspection as well as nature of the inspection.

1.3.2.3 GENERAL SITE MAINTENANCE

- The CONTRACTOR shall clean up, remove, and dispose of all debris associated with this work to the dumpster provided by the CITY. Maintain cleanliness of the property at all times.
- 2. All work, including start-up of equipment, is to be performed during regular working hours as specified by the CITY's PROJECT MANAGER, unless approved otherwise.
- 3. The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by CONTRACTOR's own work forces.

1.3.2.4 GENERAL RESPONSIBILITIES

1. The CONTRACTOR is responsible to familiarize themselves with the site and point out any potential problems before starting the job.

- 2. The CONTRACTOR shall be responsible to supply and maintain all required temporary lighting and/or extension cords required to perform his work. The CITY shall provide an electrical service within CONTRACTOR's work area.
- 3. The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Project Schedule, as revised from time to time by the CITY'S PROJECT MANAGER.
- 4. Provide all necessary equipment and personnel required for off-loading handling and distribution of the CONTRACTOR's materials.
- 5. Provide additional labor for overtime and Saturday work as required from time to time to comply with Project Schedule at no additional cost to the CITY.
- 6. Provide all necessary temporary facilities necessary to carry out this work. Obtain permission from the CITY's PROJECT MANAGER prior to locating any temporary facilities on site. Erection of any sign on the site by the CONTRACTOR or its Sub-CONTRACTORS is not allowed without permission from the CITY's PROJECT MANAGER.
- 7. Cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the CITY's PROJECT MANAGER.
- 8. The CONTRACTOR agrees that the CITY is not responsible for fire, theft, loss and/or vandalism of any of the CONTRACTOR's tools, equipment, materials, supplies and/or work in progress.
- 9. It is the intent of this contract to be complete and functional in all respects meeting all applicable codes and requirements and to the final approval of local governing authorities having jurisdiction.
- 10. The CONTRACTOR confirms that CONTRACTOR is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledges that the CITY is relying on this expertise.
- 11. Should there be any conflict between the terms and conditions of this contract and the CONTRACTOR's quotation, the contract terms and conditions shall apply.

1.3.3 CERTIFICATION OF WORK COMPLETION

1.3.3.1 ACCEPTANCE OF WORK

- 1. Upon completion of work, the CONTRACTOR shall request the CITY's PROJECT MANAGER to perform an inspection.
- 2. The CITY's PROJECT MANAGER will accept the work if it has been satisfactorily completed by the CONTRACTOR.

1.3.3.2 CORRECTION OF WORK

- 1. If work has not been completed satisfactorily, the CITY's PROJECT MANAGER will reject the work.
- 2. The CONTRACTOR shall promptly correct all work that fails to pass inspection or fails to conform to the project documents and is rejected by the CITY.
- 3. The CONTRACTOR shall bear all costs of correcting such rejected work.

1.3.3.3 UNCOVERING OF WORK

- 1. If any portion of the work should be covered contrary to the request of the CITY or to requirements specifically expressed in the project request, it shall, if requested in writing, be uncovered for observation and shall be replaced at the CONTRACTOR's expense.
- 2. If any other portions of the work have been covered, which the CITY has not specifically requested to observe prior to being covered, the CITY may request to see such work and it shall be uncovered by the CONTRACTOR.
 - a. If such work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall be charged to the CITY.
 - b. If such work is found not to be in accordance with the contract documents, the CONTRACTOR shall pay such cost unless it is found that this condition was caused by the CITY or a separate contractor, in which case the CITY shall be responsible for payment of cost.

1.3.4 WARRANTY

The CONTRACTOR shall warranty all workmanship and products installed within this scope for a minimum of 6 month from date of installation.

1.4 PROJECT COST ESTIMATE & TIMELINE

The contract will be utilized by Pines Point and Pines Place Housing Divisions with an estimated aggregate annual amount of \$141,162 (approximately \$53,710 for Pines Point and \$87,452 for Pines Place). This contract shall be for an initial one year period with two additional one-year renewal.

Please note that the City will waive all City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees) related to this project. Any related State or County fees, for the aforementioned permits, will be paid by the City.

In addition, the City shall cover the cost for any other permit fees related to external entities through the City's Owner's Contingency for this project; therefore, proposers should not include permit costs in their total proposal price.

1.4.1 PERMIT, LICENSE, IMPACT OR INSPECTION FEES

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City does not anticipate any additional permit, license, impact or inspection fees for this project.

1.5 PROPOSAL REQUIREMENTS

The https://ppines.bonfirehub.com website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

1.5.1 Pricing Sheet / Bid Tables

- 1. The vendor must provide their pricing through the designated lines items listed on the Bonfire website under the Pricing Sheet or Bid Tables section.
 - a. Below is a sample of the "Primary Responses" tab of the Excel Sheet:

					Numeric	Text	
#	ltem	APT Type	Room	QTY	Price per Unit	Alternate make, model, spec, etc. *Only fill out on "Additional Responses" Tab of the Excel File.	Total Cost
#0-1	Pines Place: 1 - Bedroom (Small)	B or D	Kitchen Only	50			
#0-2	Pines Place: 1 - Bedroom (Large)	A or C	Kitchen Only	1			
#0-3	Pines Place: 2 - Bedroom	E or F	Kitchen Only	17			
#0-4	Pines Point: 1 - Bedroom (Small)	В	Kitchen & Bathroom	6			
#0-5	Pines Point: 1 - Bedroom (Large) or 1 - Bedroom (Studio)	A or C	Kitchen & Bathroom	22			

- 2. **Alternates:** The pricing sheet allows for bidders to submit alternative pricing options on the "Additional Responses" tab of the Excel Sheet. Substitutions of brands or products must be submitted as an alternate for the city's review and approval.
 - a. If submitting an alternative, please upload information about the alternative(s) that you are proposing in the "Alternatives" subsection of the "Optional Documentation" section of your submittal.
 - b. Below is a sample of the "Additional Responses" tab of the Excel Sheet:

					Numeric	Text	
#	Item	APT Type	Room	QTY	Price per Unit	Alternate make, model, spec, etc. *Only fill out on "Additional Responses" Tab of the Excel File.	Total Cost
							-
							-

1.5.2 Questionnaires

- 1. Contact Information Form
- 2. Proposer's Background Information
- 3. Vendor Registration Checklist
- 4. **References Form:** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably, where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, <u>do not provide references for City of Pembroke Pines projects.</u>

- A) References Contact Information
 - a. Name of Firm, City, County or Agency
 - b. Address
 - c. Contact Name
 - d. Contact Title
 - e. Contact E-mail Address
 - f. Contact Telephone #
- B) Project Information
 - a. Name of Contractor Performing the work
 - b. Name and location of the project
 - c. Nature of the firm's responsibility on the project
 - d. Project duration
 - e. Completion (Anticipated) Date
 - f. Size of project
 - g. Cost of project
 - h. Work for which staff was responsible

1.5.3 Other Completed Documents

1. Attachment A: Non-Collusive Affidavit

1.5.4 Optional Documentation

1. Trade Secrets:

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically

- identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

2. Financial Statements:

- a. The City is <u>not</u> requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

3. Alternatives:

- a. If you are submitting an alternative product, please upload any related information in this section.
- b. In addition, pursuant to **Section 3.7 "Brand Names,"** if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of

establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

4. Additional Information:

a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS

The https://ppines.bonfirehub.com/ website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and resubmit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

<u>Furthermore</u>, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the https://ppines.bonfirehub.com/ website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095. Florida Statues, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.9 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.10 Local Business Tax Receipts

1.6.11 Local Vendor Preference Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 11, 2022
Non-Mandatory Pre-Bid Meeting	10:00 a.m. on August 17, 2022
Question Due Date	August 22, 2022
Anticipated Date of Issuance for the	August 25, 2022
Addenda with Questions and Answers	
Proposals will be accepted until	2:00 p.m. on September 6, 2022
Proposals will be opened at	2:30 p.m. on September 6, 2022
Evaluation of Proposals by Staff	September 2022
Recommendation of Contractor to	October 2022
City Commission award	
Issuance of Notice to Proceed	October 2022
Project Commencement	Not later than 10 days after NTP
Project Completion	TBD

1.8.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT

There will be a non-mandatory scheduled pre-bid meeting on **August 17, 2022 at 10:00 a.m.** Meeting location will be at the Pines Place Tower 2 Lobby located at 8210 Florida Drive, Pembroke Pines, FL 33025.

Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals <u>must be submitted electronically</u> at <u>https://ppines.bonfirehub.com/</u> on or before 2:00 p.m. on September 6, 2022.

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the https://ppines.bonfirehub.com/ website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the https://ppines.bonfirehub.com/ website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact Support@GoBonfire.com with ample time before the bid closing date and time.

PLEASE <u>DO NOT</u> SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

Question # 1	Is Bid Bond required?
Answer	A bid bond will not be required for this project
Question # 2	Would you please provide us with the Contact Information of your Current Supplier of the Countertops?
Answer	Granite Tops Industries, LLC 9755 NW 80th Avenue, Miami Lakes, FL 33016 305-400-8960
Question # 2	Please confirm if colors to be used on countertops will be based only on standard colors.
Answer	All Individual units shall have Wilsonart Quartz 3cm "Gobi" – Q1003 or Wilsonart 3cm "Winters Veil" – Q2008 or approved equivalent. Contractor shall assure color availability/ production for an extended period.

SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

General Indemnification: The CONTRACTOR shall indemnify and hold harmless **√** □ 2.1.1 the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Yes No

- 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company

shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

- 2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.
- 2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ □ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - 1. Each Occurrence Limit \$1,000,000
 - 2. Fire Damage Limit (Damage to rented premises) \$100,000
 - 3. Personal & Advertising Injury Limit \$1,000,000
 - 4. General Aggregate Limit \$2,000,000
 - 5. Products & Completed Operations Aggregate Limit \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ □ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory

2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- □ × 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
 - 1. Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
 - 2. Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - \$1,000,000
 - 3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

□ x

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of

\$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

□ × 2.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)

Yes No

□ × 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

□ × 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your

services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

□ ★ 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

□ ★ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence

basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for The CITY reserves the right at its sole discretion to utilize the the project. CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No	2613	Other Insurance
	2.0.13	Other insurance
2.7	REQU	TIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that Conditions the Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through "Messages" section for the specific project https://ppines.bonfirehub.com/ website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will provided online https://ppines.bonfirehub.com. Such request must be received by the "Question Date" Due stated in received solicitation. Questions after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they Bonfire support at Support@GoBonfire.com with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary

permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

3.10 ESTIMATED QUANITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening

unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.14 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.15 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.17 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor. supplier, subcontractor. consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the Bonfire website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

3.18 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.19 FACILITIES

The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

3.20 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. non-submission The of any documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.21 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.22 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for construction or repairs on a public building or public work, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for "**construction or repairs on a public building or public work**" the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise No premiums, rebates or specified. gratuities permitted, either with, prior to, or

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.27 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under Successful the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees

or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals Contracts: Construction and Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a

physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.31 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

FXCFPT FOR CI FARI Y **MARKED** PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA **STATUTES 119.07.**

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It ishereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.34 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

- (1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
- (2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive

solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

- (1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.
- (2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.
- (3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

- 1) Definitions for this Section:
 - a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
 - b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- c) "E-Verify system" means an Internetbased system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. require Contractor shall also subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply

will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.36 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or. (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32. Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall immediately suspended from working in capacity that and shall remain suspended until final resolution of any appeals.

NON-COLLUSIVE AFFIDAVIT

ACORD CERTIFI	CATE OF LIABILI	TY INSU	JRANC	E	DATE (MM/DD[YY)		
PRODUCER		THIS CERTI ONLY AND HOLDER. T	IFICATE IS IS CONFERS HIS CERTIF COVERAGE	SUED AS A MATTER ON RIGHTS UPON THE CATE DOES NOT AMI AFFORDED BY THE PAFFORDING COVERA	HE CERTIFICATE END, EXTEND OR OLICIES BELOW.		
ANY REQUIREMENT TERM OR CONDI MAY PERTAIN THE INSURANCE AFFOR	BELOW HAVE BEEN ISSUED TO THE INSI TION OF ANY CONTRACT OR OTHER DI RDED BY THE POLICIES DESCRIBED HER	OCUMENT WITH I	OVE FOR THE P	VHICH THIS CERTIFICATE	NOTWITHSTANDING MAY BE ISSUED OR		
INSR LTR TYPE OF INSURANCE	N MAY HAVE BEEN REDUCED BY PAID CL	OLICY EFFECTIVE F	POLICY EXPIRATION	N LIM	ITS		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR		, , ,	DATE (MM/DDIYY)	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	\$ \$		
GEN'L AGGREGATE LIMIT APPLIES PER: policy project loc	Must Include Ge	nerai Liab	Dility	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$		
ANY AUTO ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SAMPLE CERTIFICATE						
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	s		
ANY AUTO				OTHER THAN EA ACC			
EXCESS LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE AGGREGATE	5 S S S S S S S S S S S S S S S S S S S		
DEDUCTIBLE RETENTION \$					\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$		
OTHER	Cartificate must	contain w	ording sin	E.L. DISEASE - POLICY LIMIT			
Certificate must contain wording similar to what appears below							
"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"							
CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION							
	City of Pombroko Pinos						
601 City Center Way	City Must Be	Named a	s Certifi		L <u>30</u> days written eft.		
Pembroke Pines FL 330	AUTHORIZED REPR	AUTHORIZED REPRESENTATIVE					

CONSTRUCTION AGREEMENT

THIS	IS	\mathbf{AN}	AGREEMENT,	dated	the	 day	of	 	
«Contract Sig	gnatu	re Ye	ear», by and betwee	en:					

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 hereinafter referred to as "CITY".

and

«Vendor_Name_Upper_Case», a **«Vendor_Business_Type»**, authorized to do business in the State of Florida, with a business address of **«Vendor_Address_Line_1»**, **«Vendor_Address_Line_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **«Solicitation_Advertisement_Date»**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **«Service_Description»** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number» "«Solicitation Title»"

- 1.2 On **«Bid_Opening_Date»**, the bids were opened at the offices of the City Clerk.
- 1.3 On **«Commission_Award_Date»**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

- 2.1 CONTRACTOR hereby agrees to perform the services for the **«Service_Description»**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"«Solicitation_Type_Abbreviation»** # **«Solicitation_Number»"**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.
- 2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR's expense.
- 2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.
- 2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within **«Number_of_Calendar_Days_from_NTP_to_Comm»** from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final permit.
- 3.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.
- 3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

- 4.1 CITY agrees to compensate CONTRACTOR for all services performed by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced «Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»), which includes a «Contingency_Fee_Percent» owner's contingency fee of «Contingency_Fee_Written» («Contingency_Fee_Numerical») and a «Permit Fee Percent» permit allowance of «Permit Fee Written» («Permit Fee Numerical»).
- 4.1.1 This contingency or allowance authorizes the City to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. <u>It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior approval of the City's <u>authorized representative</u>. Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses or allowances that were approved by the City's authorized representative.</u>
- 4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of ten percent (10%) will be deducted from monthly payments until fifty

percent (50%) of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.2 Method of Billing and Payment.

- 4.2.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.
 - 4.2.2 Payment will be made to CONTRACTOR at:

«Vendor_Name» «Vendor_Address_Line_1» «Vendor Address Line 2»

ARTICLE 5 WAIVER OF LIENS

5.1 Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6 WARRANTY

6.1 CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

ARTICLE 7 CHANGES IN SCOPE OF WORK

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the

Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 8 INDEMNIFICATION

- 8.1 Pursuant to 725.06, Florida Statutes, the parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the Work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the Work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.
- 8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 8.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 9 INSURANCE

9.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees

which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

- 9.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 9.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 9.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.
- 9.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

9.6 REQUIRED INSURANCE

- 9.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - 1. Each Occurrence Limit \$1,000,000
 - 2. Fire Damage Limit (Damage to rented premises) \$100,000
 - 3. Personal & Advertising Injury Limit \$1,000,000
 - 4. General Aggregate Limit \$2,000,000
 - 5. Products & Completed Operations Aggregate Limit \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

9.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory

2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

- 9.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
 - 1. Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
 - 2. Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - \$1,000,000
 - 3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000
- 9.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.
- 9.6.5 Sexual Abuse may not be excluded from any policy.

9.7 REQUIRED ENDORSEMENTS

9.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

- 9.7.2 Waiver of all Rights of Subrogation against the CITY
- 9.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 9.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
- 9.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 9.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 9.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 9.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 9.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 10 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

10.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 11 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is 11.1 the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12 TERMINATION

- 12.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.
- 12.2 *Default by CONTRACTOR*: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 13 UNCONTROLLABLE FORCES

- 13.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 13.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could

have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 14 AGREEMENT SUBJECT TO FUNDING

14.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15 <u>VENUE</u>

15.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 16 SIGNATORY AUTHORITY

16.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 17 MERGER; AMENDMENT

17.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 18 DEFAULT OF CONTRACT & REMEDIES

- 18.1.1 **<u>Damages.</u>** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.
- 18.1.2 <u>Liquidated Damages</u>. As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for

each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, **«Liquidated_Damages_Per_Day_Written»** (**«Liquidated_Damages_Per_Day_Numerical»**) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

- 18.1.3 <u>Correction of Work</u>. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.
- 18.2 **<u>Default of Contract.</u>** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:
- 18.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.
- 18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
- 18.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
- 18.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.
- 18.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- 18.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and

direct him to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

- 18.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CITY.
- 18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or reletting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.
- 18.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.
- 18.3.4 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 BANKRUPTCY

19.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20 DISPUTE RESOLUTION

20.1 <u>Arbitration</u>. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

20.2 **Operations During Dispute.**

- 20.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.
- 20.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 21 PUBLIC RECORDS

- 21.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CCONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:
 - 21.1.1 Keep and maintain public records required by the CITY to perform the service;
 - 21.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 21.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and
 - 21.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 21.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 18**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK 601 CITY CENTER WAY, 4th FLOOR PEMBROKE PINES, FL 33025 (954) 450-1050

mgraham@ppines.com

ARTICLE 22 MISCELLANEOUS

- 22.1 <u>Ownership of Documents</u>. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 22.2 <u>Legal Representation</u>. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.
- 22.4 <u>Assignments</u>: Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.
- 22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager

City of Pembroke Pines 601 City Center Way

Pembroke Pines, Florida 33025

Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney

Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923

Contractor «Vendor_Contact_Title»

«Vendor Name»

«Vendor_Address_Line_1» «Vendor_Address_Line_2»

E-mail: «Vendor Email»

Telephone No: «Vendor_Phone_Number» «Vendor_Cell_Number» «Vendor_Fax_Number»

- 22.7 <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 22.8 **<u>Headings.</u>** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 22.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have

been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

- 22.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 22.13 <u>Attorney's Fees.</u> In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 22.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.
- 22.15 <u>Counterparts and Execution</u>. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 22.16 <u>Scrutinized Companies</u>. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
 - 22.16.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
 - 22.16.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 22.16.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 22.16.2.2 Is engaged in business operations in Syria.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

	<u>CITY:</u>
ATTEST:	CITY OF PEMBROKE PINES, FLORIDA
MARLENE D. GRAHAM, CITY CLERK	By:CHARLES F. DODGE, CITY MANAGER
APPROVED AS TO FORM:	
OFFICE OF THE CITY ATTORNEY	CONTRACTOR:
	«Vendor_Name_Upper_Case»
	By: Name: Title:
STATE OF) COUNTY OF)	
acknowledgments, personally appeared «Vendor_Name» , a company authorized acknowledged execution of the foregoing Ag	authorized by law to administer oaths and take as of to conduct business in the State of Florida, and greement as the proper official of «Vendor_Name» for ffixed the official seal of the corporation, and that the tion.
	ING, I have set my hand and official seal at in the State y of, «Contract_Signature_Year».
	NOTARY PUBLIC
(Name	e of Notary Typed Printed or Stamped)



FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ [Payment Amount]	
and other valuable consideration, paid by City of Pembroke Pines, receipt of which is hereby	
acknowledge, hereby releases and quit claims to the said [Contractor Name]	
its successors and assigns, and	

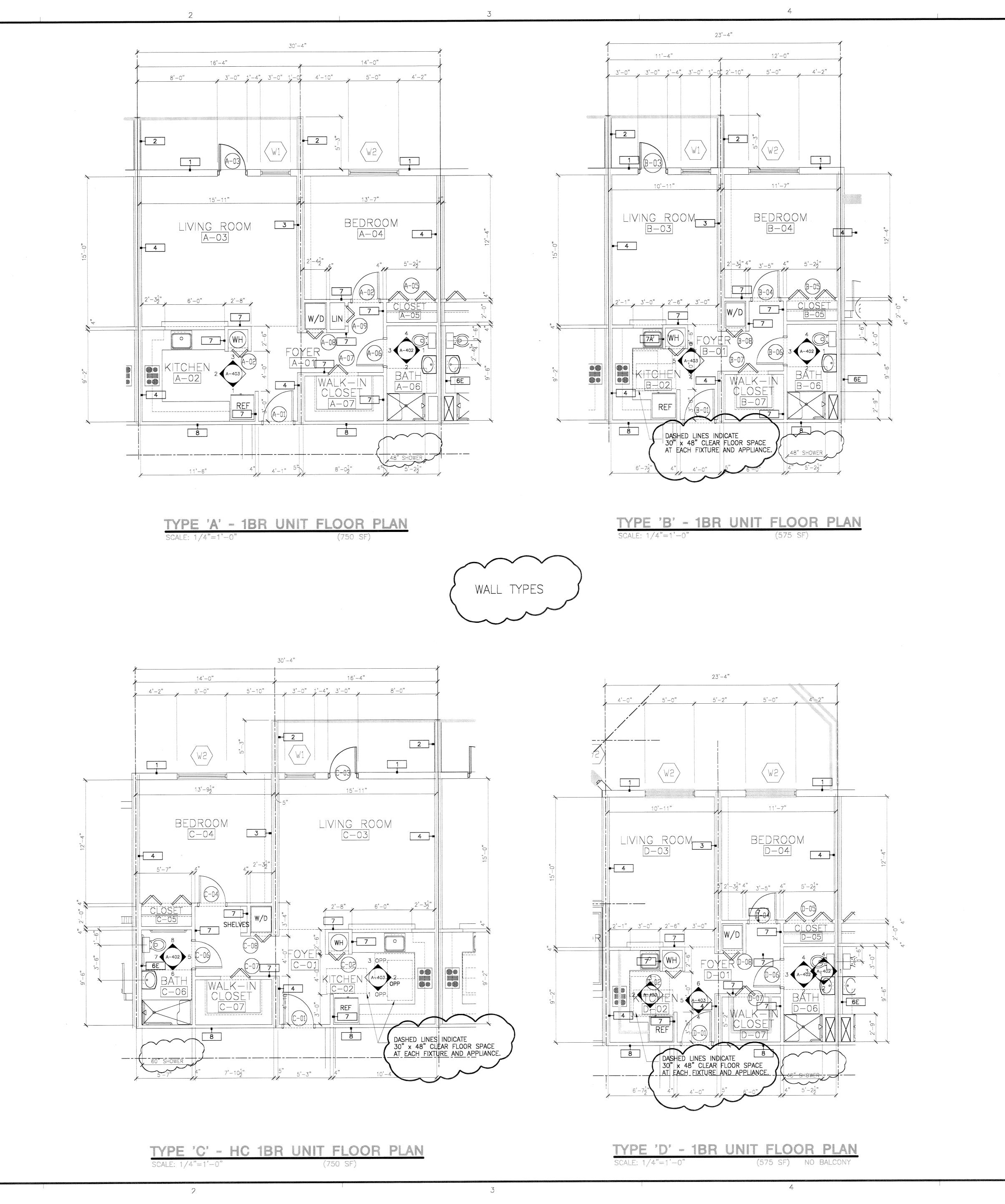
City of Pembroke Pines

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

[Description]
PO #: [PO #]
Invoice #: [Invoice #]

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses:	<u>CONTRACTOR</u> [NAME OF CONTRACTOR]
	BY:
Print Name	T:41
Print Name	
STATE OF FLORIDA) ss: COUNTY OF BROWARD)	
ON THIS day of _	, 20, before me, the undersigned notary public
personally appeared[Contract	or's Representative] as of
[Name of Contractor]	, personally known to me, or who has produced
instrument and who acknowledged t	as identification, and is the person who subscribed to the foregoing that (s)he executed the same and that (s)he was duly authorized to do so.
	NOTARY PUBLIC
My Commission Expires:	Print or Type Name



XXREF. XREF. XREF. XREF. XREF. XREF. XREF. XREF. XREF. XREF. CHARLES B. SALEWA
PROJECT ARCHIT

E HASKELL COMPAI

THE HASKE
AMERICA'S DESTG

C. FORMAN HEALTH CAMPI

2/5/04 R2PI 1
1/5/04 RPI 1
12/8/03 PI 1
10/7/03 CR
9/29/03 PR 1
DATE ISSUE/REVISION

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent

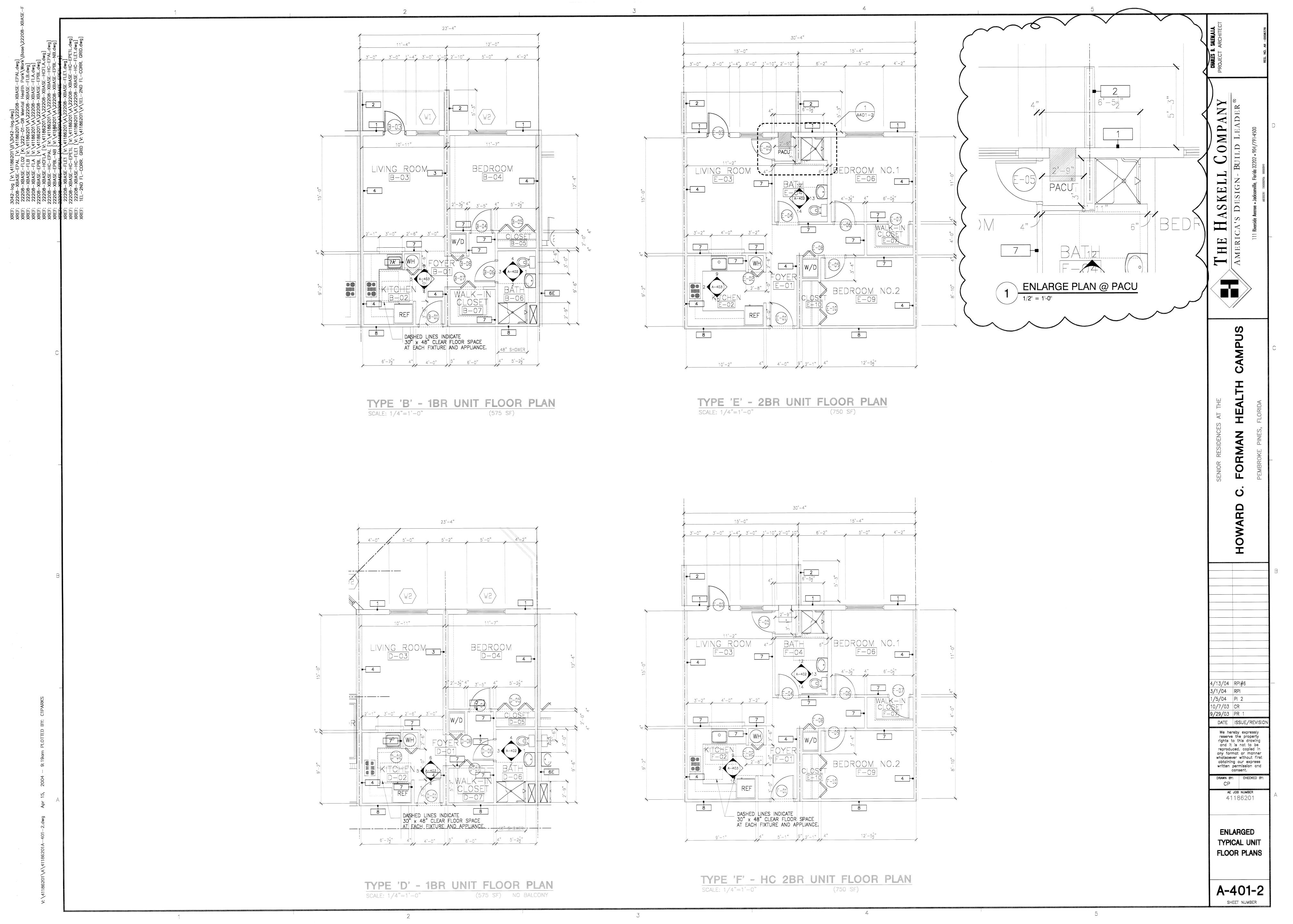
ritten permission and consent.

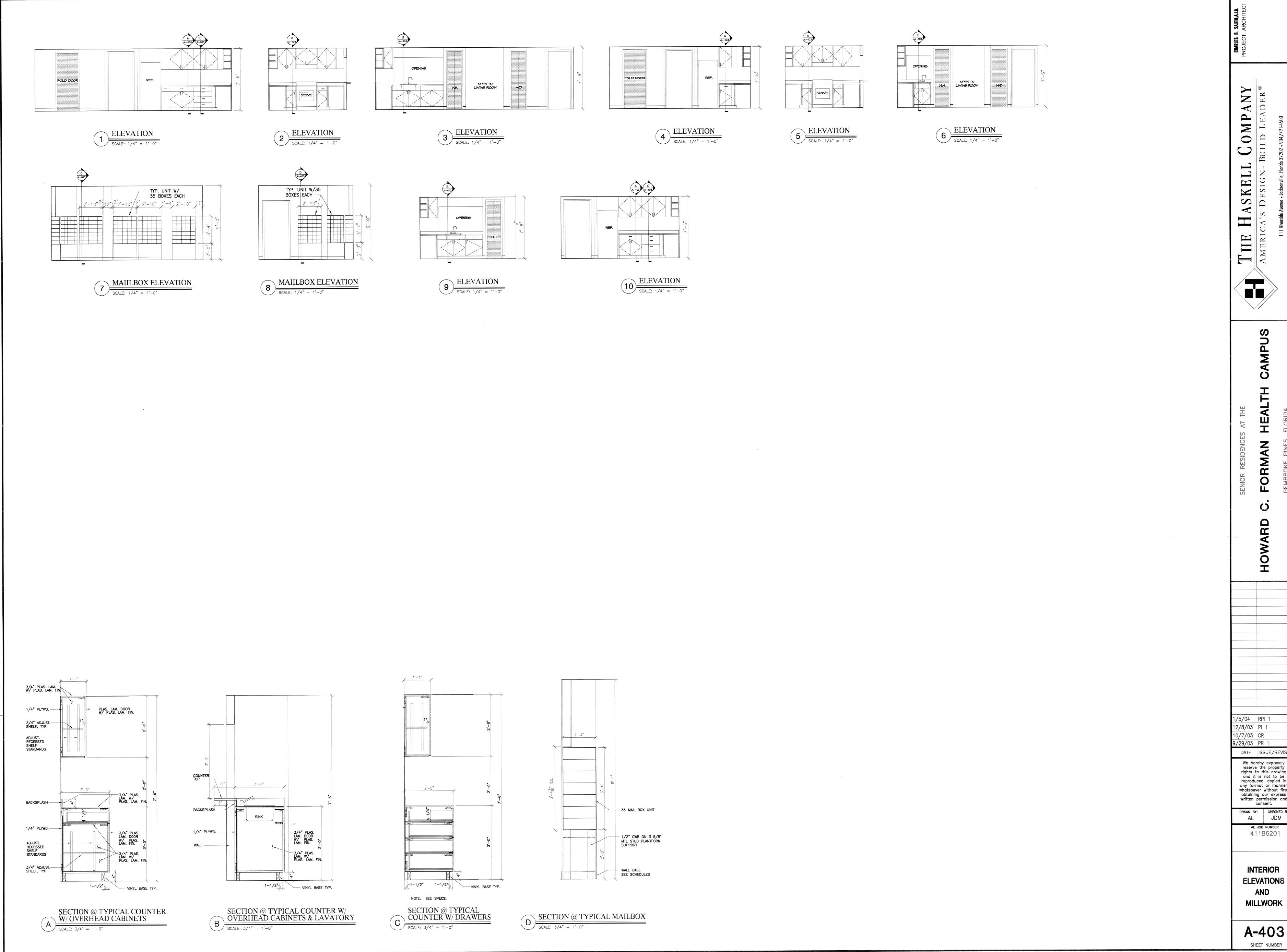
RAWN BY: CHECKED E
CP

AE JOB NUMBER
41186201

ENLARGED TYPICAL UNIT FLOOR PLANS

A-401 SHEET NUMBER





SKELL Design- F A S

THE

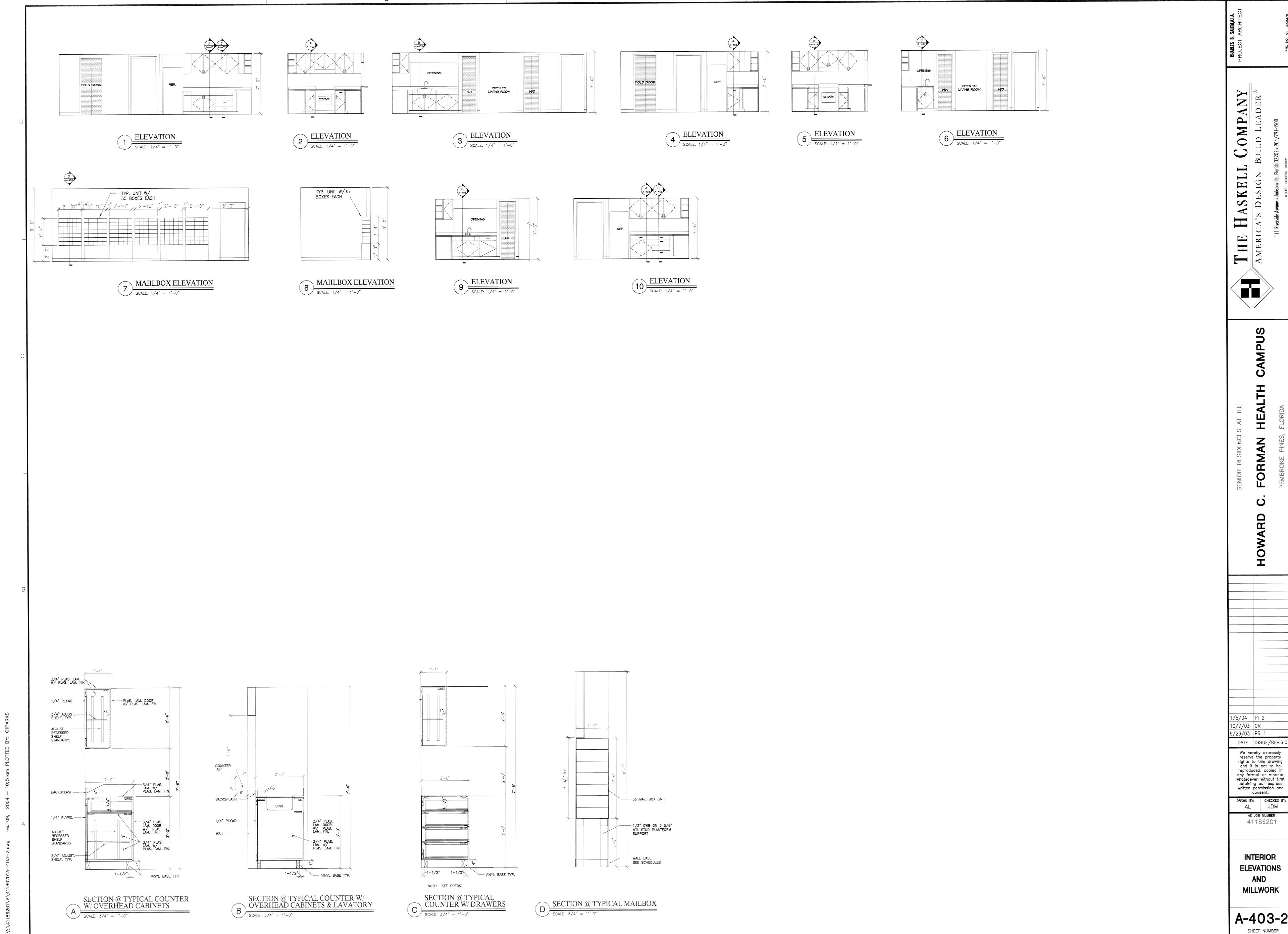
1/5/04 RPI 1 12/8/03 PI 1 10/7/03 CR 9/29/03 PR 1

DATE ISSUE/REVISIO We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

AL JDM 41186201

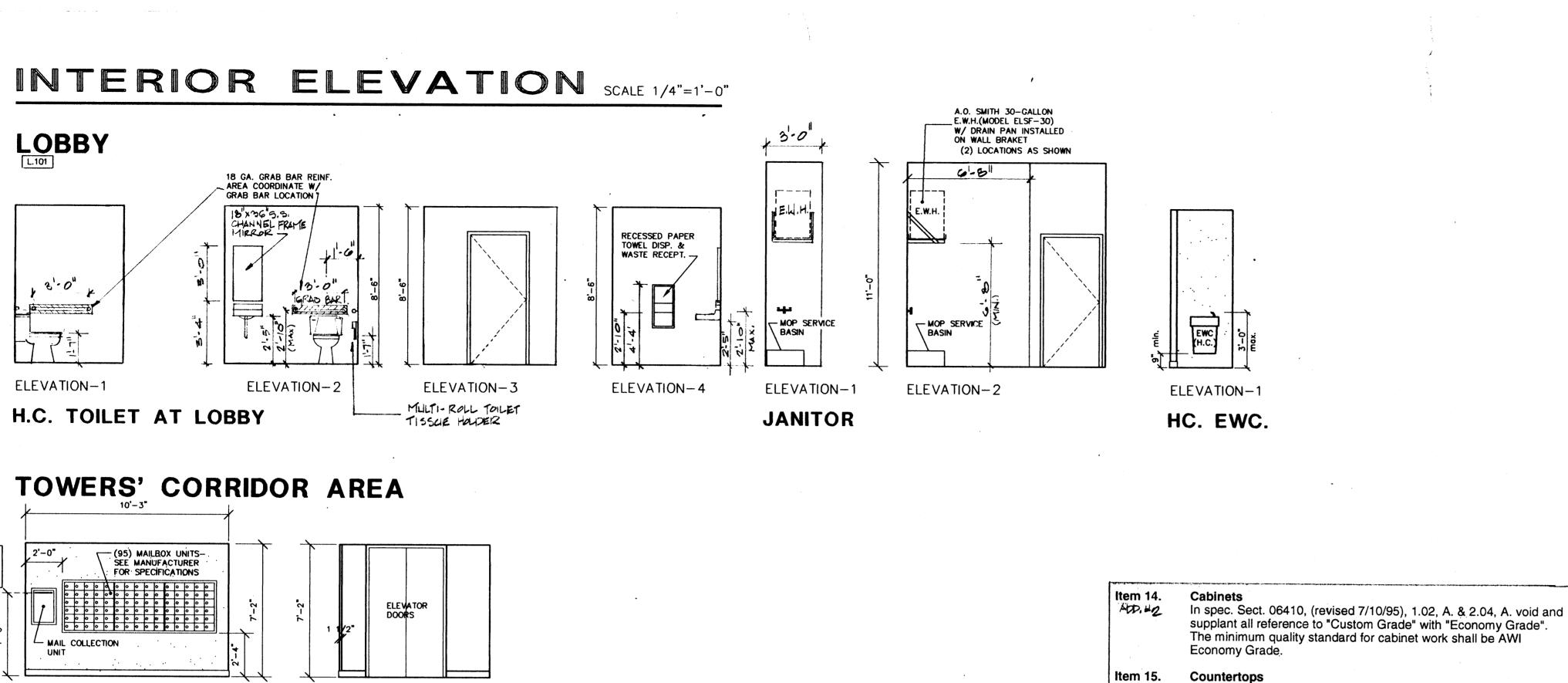
INTERIOR **ELEVATIONS**

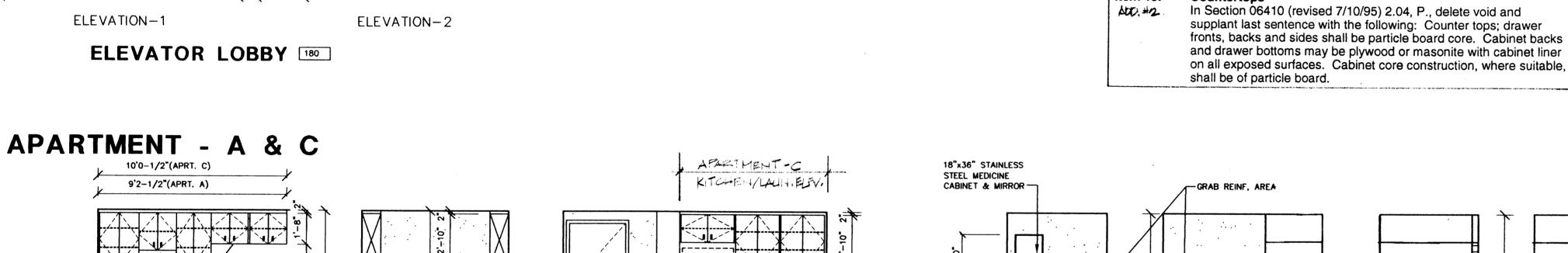
A-403

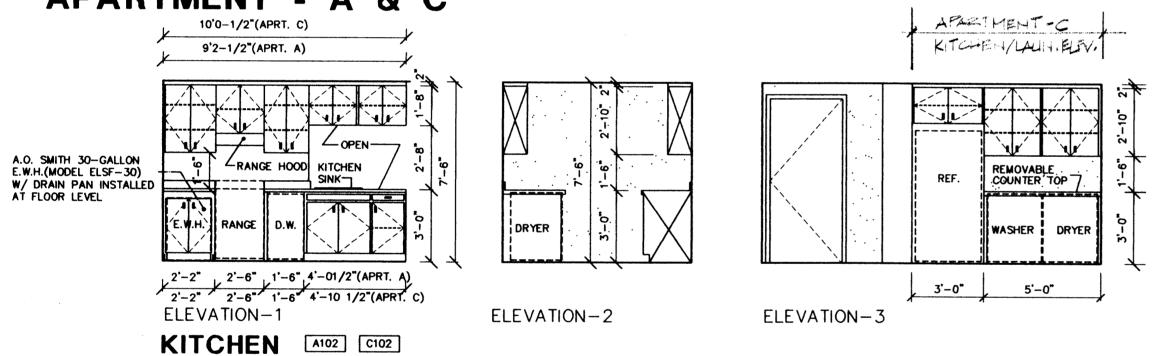


ELEVATIONS AND **MILLWORK**

A-403-2 SHEET NUMBER

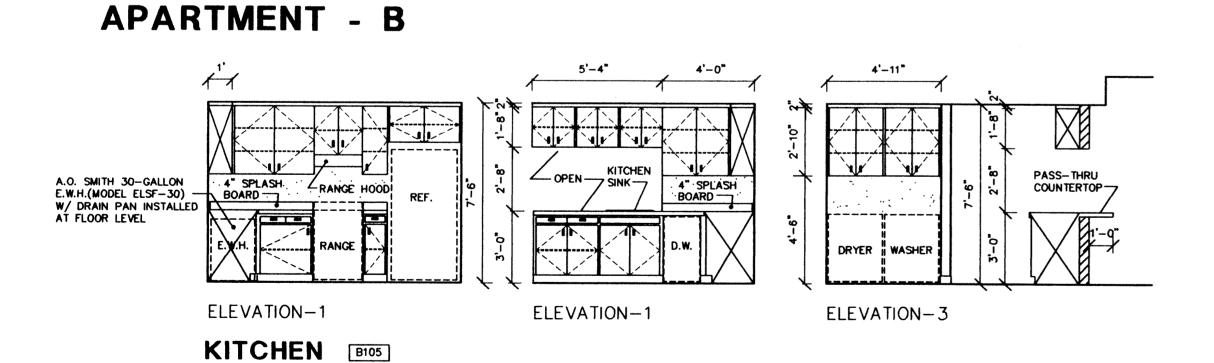


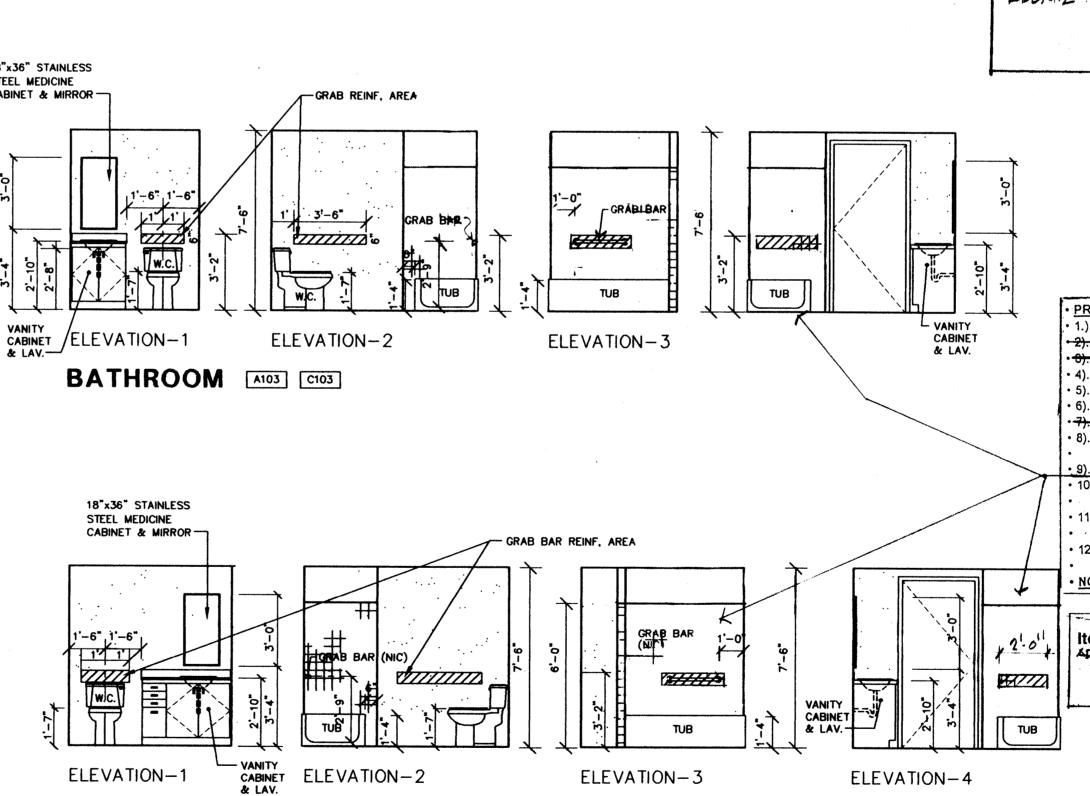




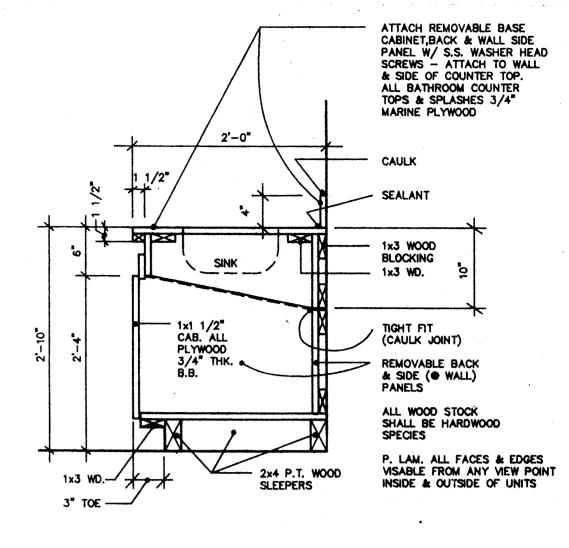
NOTE: FOR MAILBOX UNITS

& MAIL COLECTION UNIT SPEC'S SEE FLOOR PLAN A-2.4





BATHROOM B104



REMOVABLE BASE CAB. DTL

SCALE: 1" = 1'-0"

HOTE: ALL GRAP BAR REINFORCING BACKING SHALL BE 1894. METAL. MOUNTING HEIGHTS • HANDICAP ACCESSIBLE TOILETS

GRAB BARS = 33" (TO TOP)

TOILET PAPER HOLDERS = 19" (TO CENTERLINE MIN.) **=** 19"

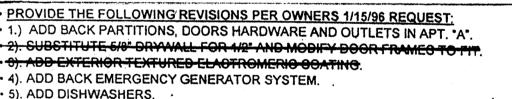
TOILET SEATS LAVATORIES

MIRRORS

= 28"-34" (TO BOTTOM OF APRON) = 40" (FROM BOTTOM EDGE OF THE

REFLECTING SURFACE TO FLR.)

Make Toilet Accessories an Allowance Item Toilet room accessories (Specification Section 10800 and wherever else indicated in the Contract Documents) are hereby made an allowance item. Reference revised Section 01020 allowances incorporated by other item of this Addendum.



6). ADD VOICE NOTIFICATION SYSTEM.

· 8). CHANGE RANGE TO 30" FREE STANDING WITH RECIRCULATING HOOD. MAKE MINOR CHANGES IN CABINETS TO ACCOMODATE.

 9). INSTALL FIBERGLASS TUBS AND ENCLOSURES, PROVIDE GRAB BARS
 10). DO NOT DEMOLISH EXISTING MAINTENANCE BUILDING IN THE SOUTH PARKING AREA . OMIT 13 SPACES , MARKINGS AND BUMPERS.

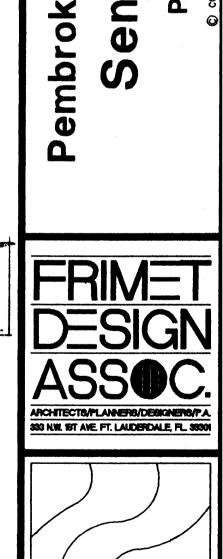
11). DO NOT REPLACE EXISTING ELECTRICAL SERVICE THAT MOUNTED ON EXISTING MAINTENANCE BUILDING . SERVICE IS TO REMAIN

• 12). REPLACE NINE(9) PARKING SPACES PREVIOUSLY LOCATED AT THE SOUTHEAST PORTION OF PARKING AREA WHICH IS SHOWN AS LANDSCAPE. NOTE: THESE REVISIONS VOID AND SUPPLANT PREVIOUS ADDENDA AS APPLICABLE.

Delete Grab Bars in All Apartment Units

Delete all grab bars from tub enclosure of all 190 apartment units.

Metal backing for future (NIC) grab bars shall remain as indicated in interior bathroom elevations on Sheet A-10.0. (#119)



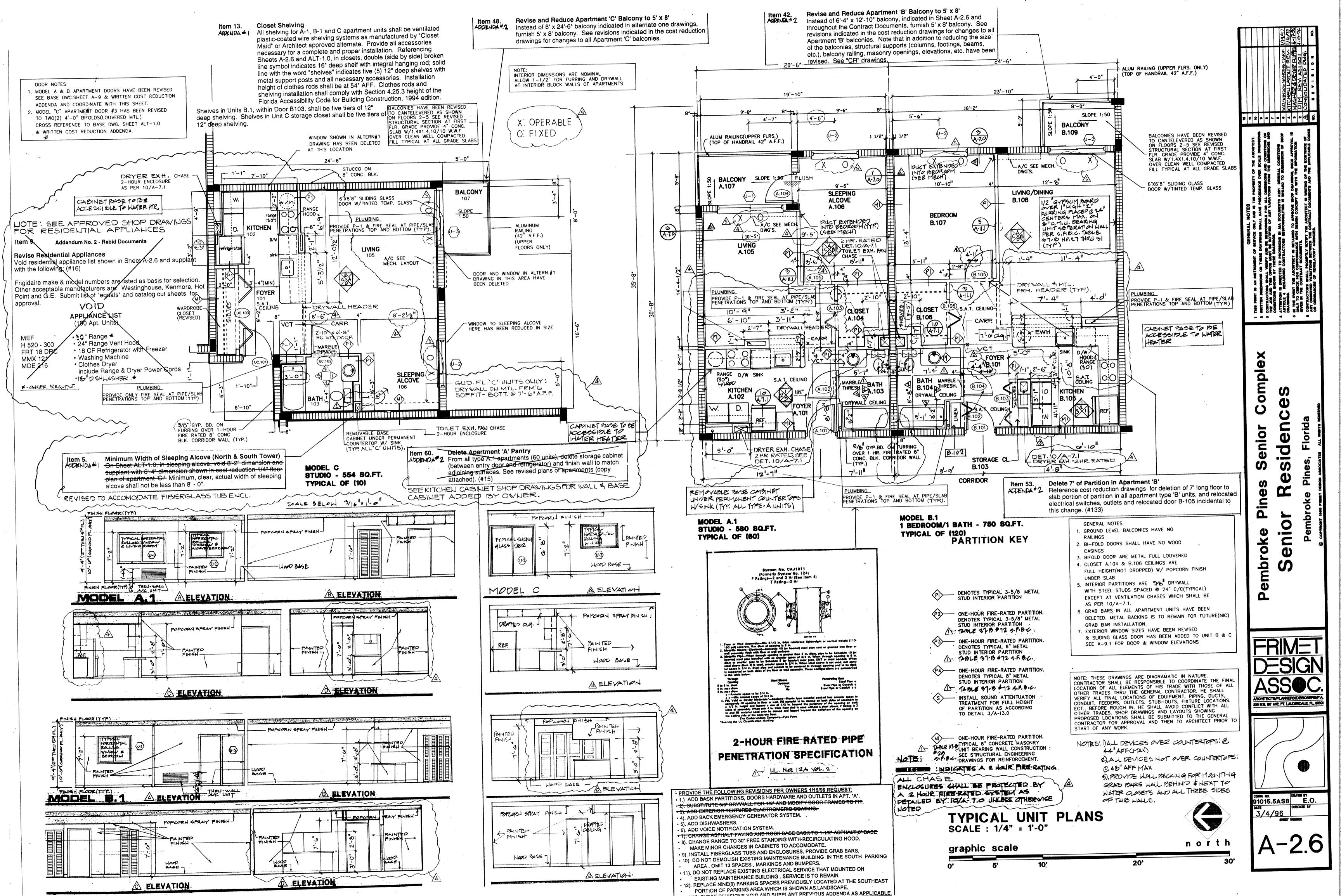
omb

enior

den

COMM. NO. 91015.5AS8 E.O.

A-10.0





Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary

Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	132	10.61%	



Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment	
Equal B	enefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies		
Vendor	Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply		A comment is required for this response
E-Verify	System Certification Statement			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes		
Local Bu	usiness Tax Receipts			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.	
Scrutini	zed Company Certification			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?		Yes	
	11 Questions		81.82% Complete	

13

20

27

14

21

28

Search

15

22

29

16

23

30

17

24

12

19

26

11

18

25

CS-22-04 - Counter Tops

City of Pembroke Pines Back to list



Q Project Details **Project:** Counter Tops September 2022 prev next Sun Mon Tue Wed Thu Fri Sat Ref. #: CS-22-04 29 31 1 2 3 **OPEN** Type: IFB 4 5 6 7 8 9 10 OPEN Status: CLOSED

Intent to Bid Due Date: Sep 6th 2022, 2:00 PM EDT

Questions Due Date: Aug 22nd 2022, 11:30 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: Sep 6th 2022, 2:00 PM EDT

Open Date: Aug 11th 2022, 6:00 PM EDT

Days Left: Submissions are now closed

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to supply and install quartz counter tops for the housing apartments on an as needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

Important Events:

Status Event Location Description Dates

Mandatory

1 SED Open D
Navigation

D Online Portal

line Posting date f rtal or the Opportu nity Aug 11th 2022, 6:00 PM EDT

N/A





PASSED Non-Ma Indatory Pre-Bid Non-Ma Indatory Pre-Bid No Pre-Bid				<u> </u>	
ns Due Portal bmit Question s PASSED Anticipa ted Issu ance of Aug 25th 2022, 6:00 PM EDT - Aug 25th 2022, 6:05 PM EDT No	PASSED	ndatory Place Pre-Bid Tower Lobby located 8210 Florida Drive, Pembr Pines,	ng in the lobb y. ded at a proke , FL	Aug 17th 2022, 10:00 AM EDT - Aug 17th 2022, 11:00 AM EDT	No
ted Issu ance of	PASSED	ns Due Portal	bmit Question	Aug 22nd 2022, 11:30 PM EDT	N/A
s to Qu estions	PASSED	ted Issu ance of Answer s to Qu		Aug 25th 2022, 6:00 PM EDT - Aug 25th 2022, 6:05 PM EDT	No
PASSED Close D Online Deadline for S Sep 6th 2022, 2:00 PM EDT N/A ate Portal ubmissions	PASSED			Sep 6th 2022, 2:00 PM EDT	N/A
PASSED Intent to Online Deadline to in Sep 6th 2022, 2:00 PM EDT Bid Due Portal dicate your int ent to Bid Yes	PASSED	Bid Due Portal	dicate your int	Sep 6th 2022, 2:00 PM EDT	Yes

Commodity Codes:

US_NAICS_2017 3371 Household and Institutional Furniture and Kitchen Cabinet Manufacturing

US_NAICS_2017 33711 Wood Kitchen Cabinet and Countertop Manufacturing

US_NAICS_2017 337110 Wood Kitchen Cabinet and Countertop Manufacturing

Supporting Documentation:

		Downlo	oad All Files Search	
File	▲ Type 💠	Description	Date Created	Actions 🔷
Attachment E - Pines Place Housing Plans.pdf	Documentation	Attachment E	Aug 11th 2022, 4:29 PM EDT	Download
Attachment F - Pines Point Housing Plans.pdf	Documentation	Attachment F	Aug 11th 2022, 4:30 PM EDT	Download
Bonfire FAQs regarding Questionnaires.pdf	Other	Bonfire FAQs regarding Questionnaires	Mar 24th 2022, 1:40 PM EDT	Download
CS-22-04 Counter Tops.pdf	Documentation	1) IFB	Aug 11th 2022, 5:07 PM EDT	Download
Navigation Wandatory Pre- d Sign In Sheet.pdf	Other	Document - Non Mandatory Pro	e- Aug 17th 2022, 2:54 PM EDT	Download



Requests Projects Vendors Insights Portal



Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Aug 9th 2022, 3:33 PM EDT	Download
Specimen Contract - Construction Agreement (2018-10-25).pdf	Documentation	Attachment C	Aug 11th 2022, 5:23 PM EDT	Download
Standard Release of Lien.pdf	Documentation	Attachment D	Aug 11th 2022, 5:08 PM EDT	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Pricing Sheet / Bid Tables

Name	Туре	# Files	Requirement	Instructions	Actions
Pricing Sheet (BT-16GT)	BidTable: Excel (.xlsx)	1	REQUIRED © UNIQUE PER ALTERNATE	You will need to fill out the provided Response Template for this BidTable.	Download

Questionnaires

Name	Туре	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-78JM)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download

Other Completed Documents

Name	Туре	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		

Optional Documentation

Name	Туре	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Alternatives	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Navigation nformation	File Type: PDF (.pdf)	Multiple	OPTIONAL		



Requests

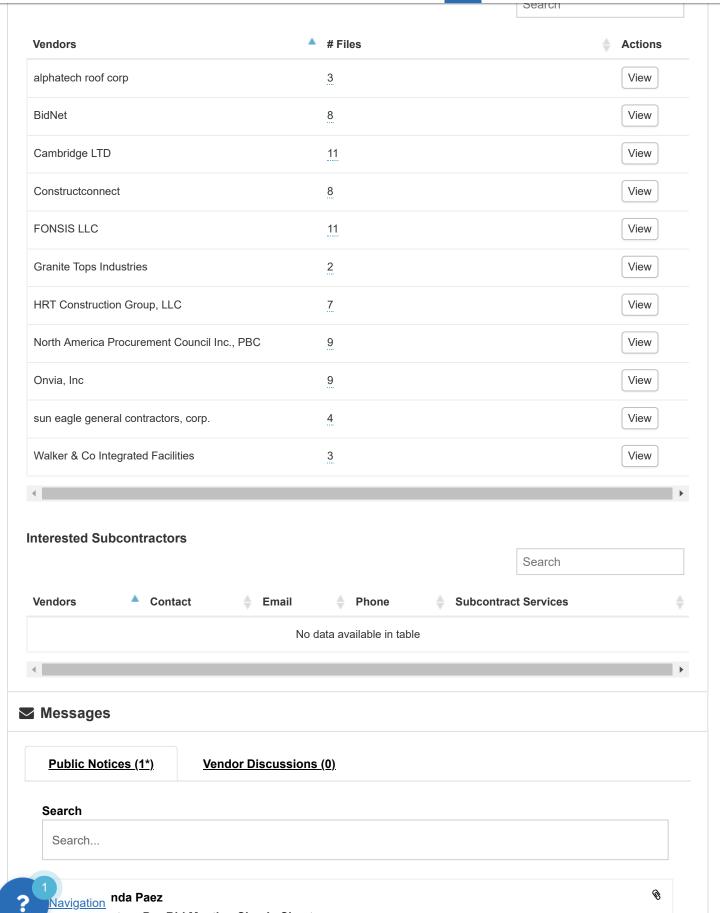
Projects

Vendors

Insights

Portal

Maria R.
City of Pembroke Pi...



	P	EMBROKE PINES	Requests	Projects	Vendors	Insights	Portal	Maria R. City of Pemb	roke Pi
		Clic	de Nove Desklip	Nation or ali	iak a aansam		. loft to one was		
		Cild	K New Public	Notice or ci	ick a conver	sation on the	e left to see me	essage nere.	
	_	0.1	10.1						
		Submissions an							
	Th	is project is not ope	en for proposa	l submissior	ns at this time	e.			
]	echni	cal Support Portal S	Security <u>Terr</u>	ns of Service	Privacy Po	<u>licy</u> <u>Sitema</u>	<u>ap</u>	6	Powered by Bonfire



Public Notices

Non Mandatory Pre-Bid Meeting Sign In Sheet

Aug 17, 2022 2:54 PM EDT

There will be a non-mandatory scheduled pre-bid meeting on August 17, 2022 at 10:00 a.m. Meeting location will be at the Pines Place Tower 2 Lobby located at 8210 Florida Drive, Pembroke Pines, FL 33025. Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.



Vendor Discussions

No messages

Primary Responses

Granite Tops Industries

						Numeric	Text	
Bid/No Bid Decision		ltem	APT Type	Room	QTY	Price per Unit	Alternate make, model, specs, etc. *Only fill out on "Additional Responses" Tab of the Excel File	Total Cost
Bid	#0-1	Pines Place: 1 - Bedroom (Small)	B or D	Kitchen Only	50	1,268	Small	\$ 63,400.00
Bid	#0-2	Pines Place: 1 - Bedroom (Large)	A or C	Kitchen Only	1	2,192	Large	\$ 2,192.00
Bid	#0-3	Pines Place: 2 - Bedroom	E or F	Kitchen Only	17	2,192	2BED	\$ 37,264.00
Bid	#0-4	Pines Point: 1 - Bedroom (Small)	В	Kitchen & Bathroom	6	1,494	SMALL	\$ 8,964.00
Bid	#0-5	Pines Point: 1 - Bedroom (Large) or 1 - Bedroom (Studio)	A or C	Kitchen & Bathroom	22	2,464	LARGE	\$ 54,208.00

\$ 166,028.00

Granite Tops Industries

					Numeric	Text	
#	ltem	APT Type	Room	QTY	Price per Unit	Alternate make, model, specs, etc. *Only fill out on "Additional Responses" Tab of the Excel File	Total Cost
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-

Question Set 1: Contact Information Form

#	Question	Response	Comment
Company Information		Пеоропос	
1.1.1	Company Name	Granite Tops Indstries	
1.1.2	Company Address	9755 nw 80ave Hialeah gardens fl 33016	
Primary	Contact for the Project		
1.2.1	Contact Name	vladimir lorenzo	
1.2.2	Contact Title	owner	
1.2.3	Contact E-mail Address	vlad@graniteti.com	
1.2.4	Contact Telephone Number	(305)345-1687	
Authori	zed Approver	-	
1.3.1	Contact Name	vladimir lorenzo	
1.3.2	Contact Title	owner	
1.3.3	Contact E-mail Address	vlad@graniteti.com	
1.3.4	Contact Telephone Number	(305)345-1687	
	10 Questions		100.00% Complete

Question Set 2: Proposer's Background Information

	. Comment							
# Former	Question Business	Response	Comment					
Former	Business							
2.1.1	Under what former name has your business operated? Include a description of the business.	none						
2.1.2	At what address was that business located?	na						
Past Fai	lure							
2.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No						
Inspecte	ed							
2.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes						
Subcon	tracting							
2.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No						
Bankrup	tcy Petitions							
2.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	na						
Bond Cl	aims							
2.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	none						
Claims,	Arbitrations, Administrative Hearings and Lawsuits							
2.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	none						
Crimina	Proceedings or Hearings							
2.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	none						
Compar	y Classification							
2.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides \"Original Provider\" please explain.	Manufacturer	Granite tops fabricator					
Debarm	ent/Suspension							
2.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No						
Similar	Experience & Contracts							
2.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	lcity of pembrooke						
	12 Questions		100.00% Complete					

Question Set 3: Vendor Registration Checklist

	O control	B	0
# Vendor	Question Information Form	Response	Comment
vendor			
3.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W	-9 (Rev. October 2018 or later)		
3.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Compa	ny Profile		
3.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn	Statement on Public Entity Crimes Form		
3.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Equal B	enefits Certification Form		
3.5.1	Which option did you select on the Equal Benefits Certification Form?	B) Will Comply	
Vendor	Drug-Free Workplace Certification Form		
3.6.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutini	zed Company Certification		
3.7.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify	System Certification Statement		
3.8.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Veteran	Owned Small Business Preference Certification		
3.9.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Local B	usiness Tax Receipts		
3.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Local V	endor Preference Certification		
3.11.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.	Not a Local Pembroke Pines or Broward County Vendor	
	11 Questions	-	100.00% Complete

Question Set 4: References Form

Reference \$1: Reference Contact Information 4.1.1 Name of Firm, City, County or Agency grantle tops industries 4.1.2 Address 9756 mx 80ave 4.1.3 Contact Name vladimir forenzo 4.1.4 Contact Title owner 4.1.5 Contact Telephone # 305-345-1687 Reference \$1: Project Information 4.2.1 Name of Contractor Performing the work grantle tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 8.3.7 Nature of the firm's responsibility not sure 4.2.8 Work for which staff was responsible 8.3.1 Name of Firm, City, County or Agency na 4.3.3 Contact Lame NA 4.3.4 Contact Title NA 4.3.5 Contact E-mail Address NA	
4.1.2 Address 9755 nw 80ave 4.1.3 Contact Name viadmir lorenzo 4.1.4 Contact Title owner 4.1.5 Contact E-mail Address viad@granited.com 4.1.6 Contact Telephone # 305-345-1887 Reference #1: Project Information 4.2.1 Name of Contractor Performing the work grantle tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Title NA	
4.1.3 Contact Name Viadrimir forenzo 4.1.4 Contact Title owner 4.1.5 Contact E-mail Address Viadriggranitett.com 4.1.6 Contact Telephone # 305-345-1687 Reference #1: Project Information 4.2.1 Name of Contractor Performing the work granite tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Title NA	
4.1.4 Contact Title owner 4.1.5 Contact E-mail Address Madi@granited.com 4.1.6 Contact Telephone # 305-345-1687 Reference #1: Project Information 4.2.1 Name of Contractor Performing the work granite tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Title NA	
4.1.5 Contact E-mail Address 4.1.6 Contact Telephone # 305-345-1687 Reference #1: Project Information 4.2.1 Name of Contractor Performing the work granite tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
A.1.6 Contact Telephone # 305-345-1687 Reference #1: Project Information 4.2.1 Name of Contractor Performing the work granite tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
Reference #1: Project Information 4.2.1 Name of Contractor Performing the work granite tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.1 Name of Contractor Performing the work granite tops industries 4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.2 Name and location of the project city of pembrooke pines 4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.3 Nature of the firm's responsibility on the project granite tops install 4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.4 Project duration 2 years 4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project tops 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.5 Completion (Anticipated) Date 2 years 4.2.6 Size of project not sure 4.2.7 Cost of project tops 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.6 Size of project not sure 4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.7 Cost of project not sure 4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA	
4.2.8 Work for which staff was responsible tops Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA 4.3.4 Contact Title NA	
Reference #2: Reference Contact Information 4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA 4.3.4 Contact Title NA	
4.3.1 Name of Firm, City, County or Agency na 4.3.2 Address NA 4.3.3 Contact Name NA 4.3.4 Contact Title NA	
4.3.2 Address NA 4.3.3 Contact Name NA 4.3.4 Contact Title NA	
4.3.3 Contact Name NA 4.3.4 Contact Title NA	
4.3.4 Contact Title NA	
4.3.5 Contact E-mail Address NA	
4.3.6 Contact Telephone # NA	
Reference #2: Project Information	
4.4.1 Name of Contractor Performing the work NA	
4.4.2 Name and location of the project NA	
4.4.3 Nature of the firm's responsibility on the project NA	
4.4.4 Project duration NA	
4.4.5 Completion (Anticipated) Date NA	
4.4.6 Size of project NA	
4.4.7 Cost of project NA	
4.4.8 Work for which staff was responsible NA	
Reference #3: Reference Contact Information	
4.5.1 Name of Firm, City, County or Agency NA	
4.5.2 Address NA	

4.5.3	Contact Name	NA
4.5.4	Contact Title	NA NA
4.5.5	Contact E-mail Address	NA
4.5.6	Contact Telephone #	NA
Referen	ce #3: Project Information	
4.6.1	Name of Contractor Performing the work	NA
4.6.2	Name and location of the project	NA
4.6.3	Nature of the firm's responsibility on the project	NA NA
4.6.4	Project duration	NA
4.6.5	Completion (Anticipated) Date	NA
4.6.6	Size of project	NA
4.6.7	Cost of project	NA
4.6.8	Work for which staff was responsible	NA
Referen	ce #4: Reference Contact Information	
4.7.1	Name of Firm, City, County or Agency	NA NA
4.7.2	Address	NA
4.7.3	Contact Name	NA
4.7.4	Contact Title	NA
4.7.5	Contact E-mail Address	NA
4.7.6	Contact Telephone #	NA
Referen	ce #4: Project Information	
4.8.1	Name of Contractor Performing the work	NA NA
4.8.2	Name and location of the project	NA
4.8.3	Nature of the firm's responsibility on the project	NA
4.8.4	Project duration	NA
4.8.5	Completion (Anticipated) Date	NA
4.8.6	Size of project	NA
4.8.7	Cost of project	NA
4.8.8	Work for which staff was responsible	NA
Referen	ce #5: Reference Contact Information	
-11.0101011		NA NA
4.9.1	Name of Firm, City, County or Agency	
4.9.1	Name of Firm, City, County or Agency Address	NA
4.9.2	Address	NA NA
4.9.2	Address Contact Name	NA NA
4.9.2 4.9.3 4.9.4	Address Contact Name Contact Title	NA NA NA

Referen	ce #5: Project Information	:	
4.10.1	Name of Contractor Performing the work	NA	
4.10.2	Name and location of the project	NA	
4.10.3	Nature of the firm's responsibility on the project	NA NA	
4.10.4	Project duration	NA NA	
4.10.5	Completion (Anticipated) Date	NA NA	
4.10.6	Size of project	NA NA	
4.10.7	Cost of project	NA NA	
4.10.8	Work for which staff was responsible	NA	
	70 Questions		100.00% Complete

NON-COLLUSIVE AFFIDAVIT

BIDDER is the	Owner	— ,
	(Owner, Partner, Officer, Representative or Agent)	

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

DN: cn=Vladimir Lorenzo, email=VLAD@GRANITETI.COM, c=US

Date: 2022.09.06 13:22:19 -04'00'

Digitally signed by Vladimir Lorenzo

Title Owner

Name of Company Granite Tops Industries



VENDOR INFORMATION FORM

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to accountspayable@ppines.com to help facilitate the implementation process.

MAIN CONTACT INFORMATION					
Company Name (Legal Name as filed with IRS)	Granite Tops Industries				
Doing Business As (DBA)					
Primary Business Address	9755 nw 80)ave	!		
	City: hialeah Gardens				
	State:	f	1	Zip:	33016
	Country: usa				
Remit To Address	same				
	City:				
	State:			Zip:	
	Country	/ :			
Order From Address	same				
	0:4				
	City:			7:	
	State:			Zip:	
Foreign Fretity (Voc/No.)	Country	/: <u> </u>			
Foreign Entity (Yes/No)	no 205 400 80	260			
Telephone Number Primary Company E-mail	305-400-8960				
Fax	vlad@graniteti.com				
Website					
DUNS					
Independent Contractor (Yes/No)	2)				
Identification Number	SSN:			FID:	83-0783407
identification Number	JOIN.			רוט.	03-0703407

GENERAL PAYMENT TERMS						
Discount Percent	Days to Discount	Days to Net				
Defines the discount percentage the	Number of days which payment must be	Number of days that the vendor allows				
vendor extends to your organization.	received to claim the discount percent.	before requiring net payment.				

	CONTACT # 1	
Contact Name (First & Last Name)	vladimir lorenzo	
Description/Title/Position		
Phone (Voice)	305-345-1687	
Phone (Text)	Opt In (Y/N):	
Fax		
E-mail		
	OONTA OT # O	
	CONTACT # 2	
Contact Name (First & Last Name)		
Description/Title/Position		
Phone (Voice)		
Phone (Text)	Opt In (Y/N):	
Fax		
E-mail		
	CONTACT # C	
	CONTACT # 3	
Contact Name (First & Last Name)		
Description/Title/Position		
Phone (Voice)		
Phone (Text)	Opt In (Y/N):	
Fax		
E-mail		

MINORITY BUSINESS ENTERPRISE				
MBE Classifications	Yes	Certifying Agency	Expiration	
African American				
Asian American				
Disadvantage Business				
Hispanic American	yes			
HubZone / Labor Surplus Area				
Minority Owned Business				
Native American				
Small Business Enterprise				
Veteran Owned Small Business				
Woman Owned Business				

If you selected "Yes" to any of the above items, please attach proof of certification.

GEOGRAPHIC PREFERENCE		
Local Broward County Vendor		
Local Pembroke Pines Vendor		
Not a Local Broward County of Pembroke Pines Vendor	not local	

Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.

STATE REGISTRATION	
Is your company registered with the State of Florida? (Y/N)	yes
If not, what state is your company registered in?	

Please attach the print out from https://dos.myflorida.com/sunbiz/ or the appropriate state showing your active registration and any applicable fictitious names that are registered.



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank											
	Granite Tops Industries											
	2 Business name/disregarded entity name, if different from above											
	Granite Tops Industries											
n page 3.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
e. ns	single-member LLC				Exempt payee code (if any)							
type	✓ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	rship) ▶	S	_								
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member of the control of the	owner of the gle-member	LLC is	s	Exemption from FATCA reporting code (if any)							
cifi	is disregarded from the owner should check the appropriate box for the tax classification of its own Other (see instructions)	ier.			(Applie	s to acc	counts	mainta	ined o	utside	the U.S	S.)
Spe	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name a					and address (optional)						
See												
0)	6 City, state, and ZIP code											
	Hialeah Gardens, FI 33016											
	7 List account number(s) here (optional)											
Par	Taxpayer Identification Number (TIN)											
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a		ocial	sec	curity	numb	er					
	up withholding. For individuals, this is generally your social security number (SSN). However,	for a										
	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other as, it is your employer identification number (EIN). If you do not have a number, see <i>How to g</i> e	et a			-			-				
TIN, la	-, -, -, -, -, -, -, -, -, -, -, -, -, -	or		_								
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name	and E	mploy	/er	identi	ficati	on n	umb	er			
Number To Give the Requester for guidelines on whose number to enter. 8 3					- 0	7	8	3	4	0	7	
Par	Certification					I				l		

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	S
Here	Ü

Signature of U.S. person ▶ Digitally signed by Vladimir Lorenzo
DN: cn=Vladimir Lorenzo, email=VLAD@GRANITETI.COM, c=US
Date: 2022.02.08 12:58:23 -05'00'

Date ► 02-08-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN	CONTACT	INFORMATION			
Company Name (Legal Name as filed with IRS) Granite Tops Industries					
Doing Business As (DBA)					
Primary Business Address 9755 nw 80ave					
	City:	hialeah Gardens			
	State: fl Zip: 33016				
	Country:	usa			

Organization Backgroun	<u>nd</u>
Please state the year that you company started its business	2018
Please state the year that your company started providing service under your current business name	2018
What State is your Company Registered In?	florida

Please attach any applicable organization registration documents.

Professional License Information							
License Type	License Number	Expiration					

Please list and attach any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.

SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1.	This sworn statement is s	Submitted Granite Tops Industries	
	(name of entity submitting	ng sworn statement) whose business address is	
	9755 nw 80 ave Hialeah Gard	lens FL 33016	
	and (if applicable) its Fed	deral Employer Identification Number (FEIN) is	
	83-0783407	. (If the entity has no FEIN, include the S	Social Security
	Number of the individual	l signing this sworn statement:	
2.	My name is Vladimir Lorenz	zo	and my
	(P)	lease print name of individual signing)	
		named above is Owner	

- 3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime: or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6.	I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7.	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
	A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
	B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
	☐ B3) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
	ned by Vladimir Lorenzo dimir Lorenzo, email=VLAD@GRANITETI.COM, c=US Granito Tone Industries 09/06/2022

Bidder's Name/Signature

Granite Tops Industries

09/06/2022

Company

Date

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- Benefits means the following plan, program or policy provided or offered by a contractor
 to its employees as part of the employer's total compensation package which may include
 but is not limited to sick leave, bereavement leave, family medical leave, and health
 benefits.
- 2. Cash Equivalent mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- **4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

- 5. Equal benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
- **6. Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
- 7. Traditional marriage means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

	Α.	Contractor currently complies with the requirements of this section; or
✓	В.	Contractor will comply with the conditions of this section at the time of contract award; or
	C.	Contractor will not comply with the conditions of this section at the time of contract awards or
	D.	Contractor does not comply with the conditions of this section because of the following allowable exemption (Check only one box below):
		$\ \ \ \ \ \ \ \ \ \ \ \ \ $
		2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse:



	zation, association, society, or any non-profi nization operated supervised or controlled by
☐ 4. The Contractor is a governmental ag	•
The certification shall be signed by an autho provide such certification (by checking the appr the information below) shall result in a Contrac	opriate boxes above along with completing
COMPANY NAME: Granite Tops Ind	ustries
AUTHORIZED OFFICER NAME / SIGNATURE:	Digitally signed by Vladimir Lorenzo DN: cn=Vladimir Lorenzo, email=VLAD@GRANITETI.COM, c=US Date: 2022.09.06 12:27:44-04'00'



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

<u>IDENTICAL TIE BIDS</u> - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirmit Workplace.	ing bidder complies fully with the abo	ve requirements for a Drug-Free
☐ Place a check mark here only if affirming	bidder does not meet the requirement	s for a Drug-Free Workplace.
Failure to complete this certification at this ineligible for Drug-Free Workplace Prefere WILL NOT qualify for Drug-Free Workplace	ence. This form must be completed by	y/for the proposer; the proposer
Digitally signed by Vladimir Lorenzo DN: cn=Vladimir Lorenzo, email=VLAD@GRANITETI.COM, c=US Date: 2022.09.06 12:29:34 -04'00'	Vladimir Lorenzo	Granite Tops Industries
Authorized Signature	Authorized Signer Name	Company Name

SCRUTINIZED COMPANY CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135.

_{I,} Vladi	mir Lorenzo	, on behalf of Granite Tops INDUSTRIES
-	Print Name and Title	Company Name
certify that	Granite Tops I	ndustries
		Company Name

- Company Name
- 1. Does not participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel list; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Granite Tops Industries	Vladimir Lorenzo	Owner
Company Name	Print Name / Signature	Title

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:

- a. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- b. **"Subcontractor"** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Grani		ne	Ind	1101	ribe
Orain	וט וט	po i	IIIU	usi	11103

COMPANY NAME:	
•	Vladimir Lorenzo
PRINTED NAME / AUTHORIZED SIGNATURE:	

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB). This shall mean that if a VOSB submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the VOSB shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the VOSB submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the VOSB. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "Local Pembroke Pines Vendor" (LPPV) or a "Local Broward County Vendor" (LBCV) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a LPPV, a LBCV, and a VOSB participating in the same bid solicitation and all three vendors qualify to submit a second bid, the LPPV will be given first option. If the LPPV cannot beat the lowest bid received by at least 1%, an opportunity will be given to the LBCV. If the LBCV cannot beat the lowest bid by at least 1%, an opportunity will be given to the VOSB. If the VOSB cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest

If multiple VOSBs submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no LPPV or LBCV as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all VOSBs will be asked to submit a Best and Final Offer (BAFO). The award will be made to the VOSB submitting the lowest BAFO providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Pla	ce a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
✓ Pla	ce a check mark here only if affirming bidder does not meet the requirements above as a VOSB.
ineligib	to complete this certification at this time (by checking either of the boxes above) shall render the vendor le for VOSB Preference. This form must be completed by/for the proposer; the proposer <u>WILL NOT</u> for VOSB Preference based on their sub-contractors' qualifications.
COMPA	ANY NAME: Granite Tops Industries
	Digitally signed by Vladimir Lorenzo DN: cn=Vladimir Lorenzo, email=VLAD@GRANITETI.COM, c=US



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR:

"Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of 2. business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
✓ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.
Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications. COMPANY NAME: Granite Tops Industries
Digitally signed by Vladimir Lorenzo

PRINTED NAME / AUTHORIZED SIGNATURE: DN: cn=Vladimir Lorenzo, email=VLAD@GRANITETI.COM, c=US. Date: 2022.09.06 12:35:08-04'00'



City of Pembroke Pines, FL

601 City Center Way Pembroke Pines, FL 33025 www.ppines.com

Agenda Request Form

Agenda Number: 8.

File ID: 22-0875 Type: Bid Status: Passed

Version: 1 Agenda In Control: City Commission

Section:

File Created: 11/07/2022

Short Title: Award CS-22-04 Counter Tops Final Action: 11/16/2022

Title: MOTION TO AWARD IFB # CS-22-04 "COUNTER TOPS" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, GRANITE TOPS INDUSTRIES LLC, IN THE ANNUAL AMOUNT NOT TO EXCEED \$166,028, FOR AN

INITIAL TWO YEAR PERIOD.

*Agenda Date: 11/16/2022

Agenda Number: 8.

Internal Notes:

Attachments: 1. Granite Tops-Counter Tops IFB # CS-22-04 (VE), 2. Exhibit A - IFB# CS-22-04 Counter Tops,

3. Exhibit B - Granite Tops Industries - Bid Submittal, 4. CS-22-04 Bid Tabulation, 5. CS-22-04

Pricing Tabulation

1 City Commission 11/16/2022 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner

Good Jr., and Commissioner Castillo

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."
- Section 35.15 defines an Invitation for Bid as "A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid."
- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR

COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS.

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."
- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."
- Section 35.19(A) states "All sealed competitive solicitations as defined in § 35.18 shall be presented to the City Commission for their consideration prior to advertisement."
- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."
- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval.
- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

- 1. On August 3, 2022, the City Commission authorized the advertisement of IFB # CS-22-04 "Counter Tops", which was advertised on August 11, 2022.
- 2. The purpose of this solicitation was to supply and install quartz counter tops for the housing division on an as needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation. The City's Housing Division includes the Pines Point and Pines Place Residence Apartments.
- 3. On September 6, 2022, the City opened two (2) bids from the following vendors:

VendorTotal CostGranite Tops Industries\$166,028.00HRT Construction Group, LLC\$427,611.97

Note: This table is for the total cost of the project based on the City's estimated quantities.

Item	АРТ Туре	Room	Granite Tops Price per Unit	HRT Con. Price per Unit
Pines Place: 1 - Bedroom (Small)	B or D	Kitchen Only	\$1,268.00	\$3,423.11
Pines Place: 1 - Bedroom (Large)	A or C	Kitchen Only	\$2,192.00	\$5,903.23
Pines Place: 2 - Bedroom	E or F	Kitchen Only	\$2,192.00	\$4,883.52
Pines Point: 1 - Bedroom (Small)	В	Kitchen & Bathroom	\$1,494.00	\$4,034.67
Pines Point: 1 - Bedroom (Large) or 1 Bedroom (Studio)	A or C	Kitchen & Bathroom	\$2,464.00	\$6,514.79
Note - This table is for the cost per unit by vendor.				

- 4. The Community Services Department has reviewed the bids and has deemed Granite Tops Industries to be the most responsive/responsible bidder.
- In addition, Granite Tops Industries has also completed the Equal Benefits Certification Form and has stated that the "Contractor will comply with the conditions of this section at the time of contract award."
- 6. Request Commission to award IFB # CS-22-04 "Counter Tops" to the most responsive/responsible bidder, Granite Tops Industries in the annual amount not to exceed \$166,028, for an initial two year period.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost: \$166,028 annually (\$332,056 for 2 year period)
- **b) Amount budgeted for this item in Account No:** Funds are available in account #001-554-8002-546150-0000-0000 (R&M Land Bldg & Improvement) for Pines Point and account # 001-554-8002-546150-0000-000-0000-00603 (R&M Land Bldg & Improvement) for Pines Place.
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 5 year projection of the operational cost of the project:

	Year 1	Year 2	Year 3	Year 4	Year 5	
Revenues	\$0	\$0	\$0	\$0	\$0	
Expenditures	3	\$166,028	\$166,028	\$0	\$0	\$0
Net Cost	\$166,028	\$166,028	\$0	\$0	\$0	

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.